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B. O. Franklin Discourse My Ges & Bicker Day Myoning III I'M C/2 Hold Will mail 2 1 687/2 This is to crify that we have this day be ested this Lodge with all of its dehr delitte phow Yangles claiming with all out every right spring

Oll force, Commissioner of Dead forthe While of Heard Rended at request of Wills Forge 160 May 13 RNS12 at 52 Min fait 12 Me. Bank 31 Page 538-539 Charles Clarren Recorder Island of May in the Indentine Made the Surth-day of May in the spear of our Lord asie to dany 504 Thomand eight hundred and bevenly two, Wetween the undereigned the party of the Last part and the woodville bold and Silver mening Company the party of the second part- Witnefeth, that where as the said Woodrille Gold and Selver Mining Company has been duly incorperated under the laws of the plate of California and it is intended by this istroment to transfer to the said party of the second part all the and such of them have and claim in and to the Mining grounds and Claims or lodes and their appurtenances here on after described How therefore Know all Min by there presents that the paid pasty of the first frast and lack of then whose Hames are hereunto pubscribed in Consideration of Orthecules of stock in said incorporated sompany how ofter to be essued to how their and each of their heirs and assigns in Donformely with the By laws of said Porporation here to for adopted, do hereby grant bargain sell transfer memore release and gout claim unto the said party of the second il successors and assign all their and lack of their right title Plant and demand whatever in law or equity of in or to all there certain morning Grounds Claims or looks Setuate lying and being, Gold Hill Mining Pistrick Story Donnly State of Herada Jourst The woodville Sedge Consisting of eight hundred (800) fet located april 16 h- a 0 1871 by LW wood IB Woodman and I Tray. Also Lie himdelfet on said Woodville Sedge located November 1st a D 1871 in the Hames of Robert Ford, Thomas Gray and Smely French Said first location w recorded in Book a page 466 Said last location is revioled in Book a fage 4 12 of the County Records of Hory County Merada Said Sedge and locations an Situate on the last side of Gold Parious opposite of the Old Waller Defeat whem Shaft in Gold Still Store County Merada Together with all the dife angle I fine and variations of said Mining grand Claims or lodes and all and Singulus the hereditainents and appurturement havends belonging To Nam and to Hold the said from a with then apportunances will the party of the precint part to American and assign former In Wilney whereof the paid party of the funt past has Just unto put his hand and sed the day and spear from affect within Light second and delivered within 2 & Lill World GCD ---presence of Id Thibails James March 3 Under State of amone Setted Politics BB-2

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in writing under seal to be word or recorded in the said state of Resada and to administer rather afformation to residing in the City and County of Som Francisco and state of California du-Curlify that on the sinth day of may in the year of our Lind OH Thousand eight hundred and Seventy ties before The personally appeared in the said oily and County of Jan Francises and State of California Ill Wood whose Home is Interebed to the annexit instrument as a party thinto who is to me personally Known to be hi individual deserrebed in and who in control the said instrum est and he the said & WWood duly acts, onledged to me that he executed the said annex elevotrument-freely and Voluntarily and for the wires and purposes therein mentioned (Seals Inwitings Whereof I have hereundo set my hund and affiged my official stal as such Commissioner at my office in the willy and County of San Francisco and State of Colofornia this south day of Muy in the year of our Lord One thous and light hundred and Thibant Commissione of Deeds for Herada in Offernia Recorded at sayuest of Wells Longo ver May 13 th 1872 at 50 min pust 12 mm Charles Range Recorder tate This Partenden Mande this Bustinutheday of May in there was of vin Sort 56 Yeard Organ Town oper sind it herendred and seventy line of detricen John Steering Speciff of the County of Blogs ing the State of Senaral francis the first Sport . and There was I Say for of the Town of Greet Hise ing the Commenty of Tange and Shate a foregain horry of the second for Hitrofiest That Mireas. in parament of un ail of the Legislature of the Olate of Novalal entisted. On Out to previous revenue for the suffert of the Source and of the Stand of the Octo a mendatory thereof, and of other large and statutes of said States appearable of the County of seems in and for Allowy County, in the State of North det between the record Monday in May in Mayear A. J. 1871. and end the eagand Munday in Duplanter of laid your, Ving wheat Storeal retire Und priming hereina flow classicales for the year A. D. 1871. La Unknown Comert dut late 13 0 30 1 Stock I Kange Gund land awners or claiments Thereof Known or week money: and de a source such afrancount to be deily deleved report to accommend rolls of said County for laid your died die bing bing Can asser whom Paid real betote and provinces, and coursed to be entered when such assessment rolls the Janes authorized to be assessed and of Corrected for below and Doughty proposed a Commenting to the seem of Can

Wallen and for the was and performed Generic mentioned, Dod. Ou Militurge Where of O'le nic house to set my hand and officed my Official Deal at my Office in the long and Country of San Francis The day and year last above milion.

(5) Ohibault Commissioner for Nevado in California. Recorded as regions of Wells Gargo Ho Charles Recorded Recorded Brok 35 Pages 114-117 Veneral Land Office Nº 639. Mineral Certificate 1876 The United States of arien in . In all when these Prescult shall Come Preding . Whereas . On four en ance of the ast of Congress affront with brenty by sighteen hound and and engly six cutilled an act granding the right of may to detal and Canal noner over the public lands and for other purposed the act arrandal my theory appreciations much, eight contriculated and somety and "In a Colafibrated Man louther coglition humand and severily two evel the Cal and for the the development of the Mining recourse of the United States the have been defineded in the Gares of Name Office of the Can the Chief Che Plan and Proposition of Survey of the Claim of the United States of the Contract of the Co Of Rendard Congress in Call and Call and Olice Mille Company de Casalla 2 de la familia de la 1918 de la 191

Serval Land Office divined of closes the authorities as following returnaquello manacional Sulcen (6) degree Chary (30) Minister Carlowin I Degening at Por A. I. Settile in the Soid Easting Concretary of convey No48 & patented to the dustice and Oudefielden Omeoled state Princing Confiner mich Chier Claim upon the Commented Leder from or bucker bu quarter ection Corner our bruch line of Booting fine (3) in Townships Detlera (16) North of Kang a Trecity in (21) Cont Mount Dealla Mendian the and North requesty ver (7) degrees fifteen (13) minuter East-at-Chickert-Danielen bear doch giften (10) dequeel finty five (110) minerites med: Thereo fine orace Comer No I Work July our (11) drane med One Siciolo de Co newely four (194) fortand our touth To a fatout to Just No 2; There worth line (11) degrees West-clover francis and come Sinty three Anch Eighty (811) Dogsen Cart (17) of a fort 10 Port No 3. There is a forthy (811) Dogsen Cart (17) Present (200) fort 10 Port No 11; There of Smith leve (11) de greet Gart-firer leve herre de land out of any la major from the fire for the state for the second and prince of four (194) Get-and me level (1) of a fort to the place of bog ining i Our account Dig (6) overes to flation mover less as refreecuted by yellow hading in the following platie Survey No 33. Plat of the Claimagthe verlik Liva blow elliver Mining Correpance was works Mondrithe India Colot Ith Maring District Xturec Cirily Nevala Curtaireres General Scale 200 ft arina Variative 162 Vi

econo (127) feet Com Mount - Daviden bean work gifteen (15) il cyrech finly fine (116) micenter proil: Thence from and nenety four (194) feet-and one touch to of a food to Port No 2; There North lew (11) degree West-clover Kind according the (1133) feel-and seven-levels (111) of a fort in Port No 3: Dies-infireh. Cighty (84) Degree Go tho Lieundred (200) fret la lord No. 4) Thence Smith line (11) degrees East fruitenteen heindre Cant ming in my (1466) feet-and three levels meet-one heindred and money fruit (1972).

Leit-and one leath (10) of a food to the place of beginning i Ord according Six (b) acres of lands more what an refreezeet by yellow shadowy int. the following plat. Survey No 53. Plot of the Claimachthe revill Lina blow elliver Miring. Convenience Lepons the Wordwille Irode Listrict District Stores Courtely : Zeroso Contained accores, Scale 200 fet and will Variatione 162 Ti

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Archer parties Infollow-any new or branched defer any livains barrationed legace feel seculor a localine made print to sail design Occured allate the fremuses hereby conveyed mich there of fities of the Sunfaremone any beautiful and by the fore fore two of any we term here locke ledges or defined - the late or a free of which his outed of the extense Samuel of sand servey. Ih well the same in its downand Course be free la frenctiate, interestinate melo or mideolie premises hearly go an les for the free for a ey bracking and reserving the we from ench other some love ledge or definite Third Strutthe fremises hearing conveyed shall be full subject to any vested and account mater sight for mine agricultural in on a facturing, in other purposes i and my lite Indetaled and never were ever line o une ation met send motor sight as may be reary might and acknowledged by the lucal land Cultural and decesion of Coust, Jointe That in the absence of meers any logistation by Congress the Sequilation of Merada, may provide pules for working the Trumber claime in premier hereby grant to describe of account drawing or and other necessary modern to its Complete to-devel of months defete That the Claimberty granted and Comeyed shall be subject Ville Oudeling specified in the Chief Lection of the Oot- Coughe approved Outy menty fifetis eighten hundred and engly ent i Transtine In A Dello this ight of may, and other privileges li as in the Construction of advancing and exploring lience to the Constict Vodos in the Blate of Nevada! and the grant to here elell Controlle and pay to the seement of the terrinal Conston Sit questiont to and act fordrainage or other has filt derived from said lime of or di branches The same rote of changes on have been sor mag her after be maired in a green and between each owners and the Compacines refresenting a anapority of the estimated value of each Comerch Side at the line of the foregood excessed nounded in Land there le chion, Ow Vellineoung Whence

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Militing July hand and seas that St day of May A. 10, 1880.

1. E. J. Deal Seal? Milnon

De Go District Court of the Phinter States spirite Circus

Minan and Mistrict of Secondary D. Augustus Ord Marshal of the Medicalion Duniel Secondary Die and for the Bisting and Free of devale, as against Short Marshall Control of the Secondary that by sister of augustus in the Angle of africa day of africa de 1850 of a secondario de Mainey Company Ty which I was deminant to made the amount Defendant When themand five Surveyed and protected dellar and holice and with interest therew from 1 Deamber 310.18/5, amounting in the aggregate to four throwand and sine hundred and production - Too dellaw and intered and the paid prim of 3,516 Jun from the 15th day of ole. under , 1819 until paid at the hate of ter per west per annum, together with Shundiffs outs and disturrients in paid notion faxed of 165 1/ to pataly the Judgesnord nother action with outs and interest thereon out of the personal property of the above defendant and if pufficult personal property in not be found then out of the scal property belonging to the par defendant, on the 15th day of Bramber, 1819 or at any timo there after, as by the pairs with Uluence being there had more July offens I han Jeried on and the dup sold at public andtwo, according to the platate in such can made and forwarded to U. E. J. Deal angen of Danie Surlan, who was to Jughter brader Golde from of Dies Thomas Two Voundations Therestone of the Dollars (Frais) of not which town the whole price fact fine gerke

Vano the Neat Main Miserilia and follow to not all there entern prices of parcele of land, Hanny claims and princes placate lying and long in the Good Will Kining District Straf County Stor of Massa, in paid District of Spania described at following to the 200 Wirewille Consult And Char Horning Come pany, Planew Claire, Beginning at fint No 4 Storing mondisto soit for to I Ling interested that for Sail of Street Claim and summing Thereo, Just come it so 6. 193 feet, to port Na S Long Mentical with the S. E. amore the Win Il. S. Security No 65; Chimeo precend orace de 100 20:189 feet to par on 9. honor, than anes N. 11/10 6. 26 feet, to post No 10; thence, fruit come J. 78/2 6. 365 get to put do 11, donce, fifth coursed 9/16 8.888 feet, to post to 12, Chemoo, perith course for 1/2 10. 1. 140 feet to fort to 15, theree, perenth course de 16/2 W. ga fort to port to 11; there sightherens 1. 1150 10. 145 Just before Na 18; Almoranistik want I 1800. Balfante from No 19 Leing Jameaul with the N.W. anner of Merchield W.S. Surry do. 109; Green levels access de 1/5/1. 20. 65 feat, to post No 30; Amon Miner rouse A. 100 120 feet to port No 31; Houce hough course N 11/10 6 839 feet to port choy, the place of beginning, Bearings how may notice anciation, 16/20 nous (3) Herewillo Commonder Silver Muning Company Hoyan ance Bas Location Myno sing at feet No 19 being handrat with from No 18 of Practice and Summer Munice, Divi- craised of the 6. 615 get to pat to 13 factor pand course 8. 67/12 10. 5134 Gest, to port No 14 Homes, Maid come N. 11/20 E. Golfed to prost do 13, Ito place of beginning Bearings true magnette ansutton 16/12 Mit (3) 1/11 dillo Consoledated Silver Minery Company place Claire, Beginning alford No 33 being retentions with the S. E. simer of Capital U. S. Survey No 101. mil Mining Chines Turi emis digise 16 845 fint liper At 31, Chines prome Como, N. 180 8: 450 feet to port No 35. Chance, Clarice Course South 1800 Ged to post do 36; Chines, fruit como & 18.10 319 fest to part do 39 flance fifth auns dr. 20/12 11. 15 fest bout An 38 Gener, pin the amos or 1000 1. 556, Just, 10 part de 32 Gents, princh arms 1. 8041 6, 201 gt little Man of head winer Bourneys him magnette amention 16/2 parts

orn 9. Genoo, Usund come N. 11/10 & . 26 feet, to port No 10; thereof fruit cano de 18/2 En 65 gent to par do 11, Mones Gifth come & 9/1/2 8 388 God , Ir port No 1'r; Chenco, pireth course S. 11/200. 1. 11/0 feet to port from Thereo, perente course or 16/1. Mr. ga fort to port fort; there sighthaning 1. 450 10. 145 Par before No 15; Chencernetch course of 180 10. 200 fetter port No 19 herry summas with the N.W. umin of Merchell His Survey do 102; Greece levels orners de 18/1 10. 65 feet to port No 10; Samo Munth venue of, 100 130 feet to port No 31; thence hartly course N 11/10 8 539 feet to part dot, the place of beginning, Bearings how heapener anciation, 16/20 roll, (1) Mederalo Comstrated Silver Mining Company Hoyder Wice Bas Location , Deginjung at post North horing Industrate with first Nott of Pracewoodance med Simmer Minte, Distraction of 1/1 6: 545 Get to pat No 13 Antes grand anse 8. 64/2 10. 2134 Jul, to port do id direco, Unid come 1. 11/20 8. 641 fest to post do 13, The place of beginning Bearings trees magnetic amount in 16/12 saids (31 / wedville Coursedand Silver Mining Company losse Claim, Beginning alfor No33 being retente one with the S. E. armer of leaper at U.S. Survey No 101. and Muning Chance, Front course N. 9/10 70. Sits fast be poor Ar 31 Chance pound course, N. 180 6 150 feet, to part No 35 themen, Gund comes South 1500 feet to part An 36: Cherren, Great bears S. 16. 11 319 feet to part do st; Sino fifth course A. 201/2 1. 18 Per to port An 38; Cherrie, put the vening N. 16 50 11. 556, Gut, to part De St. Gran, permit omen 11, 80/11. 6. Dall fest, with place of beginning, Rearings but magnetic navation 16/2 parts 14/ Herdville Coursel dat Silver Minny Company, Pleane claire Reginter at for No. 6 being saintical with the A. E. amen of the Universes H. S. Surry No 57 and James and Sundames A. 800 6 304 feet to part No fellows Name course & 11/20 W. 839 feet, to post No. 11; Chence, Sand comes A 100 10 481 feet to the places of highway , Blannys how magnesie Vancotton, 16/2 Part, (5) Winsalls Commercale Sheer Mining Company Commencery Claims Sequency at part Nort being maintal with S. M. among Mordinle V. S. La. vy da 53 and Summy homes, Two comes of 410 11 / 159 fet to forder 2. Marco provide was dr. 610 6. 127 few to port drive Morro, thank are in 1.64146 244 Get Got Orof Amos Great Course & 4106 45/ Get

Minny Company, Roger Blance Beginning at port do St. the come being Identical with port No So, Go S. W. comer of the Planar Claim, musing Mines: Sill anno B. 18/10 6. 1135 for to post On 15, thereo promo & 11/10/1, 1/18 feel to just do 3 6; chance third course, N. 45 340 10, 113 feel to Stollowers 27, Honce Gund como d. 34/2° E. 111 Geot, be post do 218, honce fifth come. 52/10 10. 2152 Walle per cho 29; Manco De 16 cours N. 100 10. 509 feet, 10pool Aust the place of beginning . Bearings here maqueties variation, 16/2 oust, (1/ Herd ville Comedia ated Silver Houng Company towarder Claims S. Survey No 53. Beginning at post dot whence bear to quester section corner ou south line of Indian 5. J. 16 dr. R. 31 6. Mount Dentes Imsiano 1. 11° 15' cart 431/ feet survives thereo from port det , Frist come, N. 1110 11. 1911 feel to port do Vy Chanco, proceed course N. 100 10 113.1. fort be feel do & Sunco thind course, A. 800 6. 2000 feet to Port Norty Som. Junto como 1. 100 6. 1.466. 3 fett, to part de 5. dense fifth comme de 1410 It 1941. Jus to this places of higring, Bearings how magnetic variation 16/20 part, (SI Moudaille Countratated Mining Company Hordenwood Chain, Begiving at port At 15, being identione with the S. 6. amer post of the Bearing Claims and summing General Start course of 11/10 6. 60 flet; Some second course S. 140 56 6. 433 feet to port to 213; Chence thind course 8. 2131/1 8. 1.064 feet lopin Au 24 Cherier fronth aurise. S. 64/10 10.45, feet to part No 515, Cherrin Gifthe course A. 113412 70, 881 feet to portivor theres, sixth comes or 111/20 6 4/18 feet, to port do 15 the place of bequining, Bearings, brew magnetio variation 16/20 gant. Jugathor with all and pring war, the lemments, hereinfaments and appointment to rach of said mining claims and premises defenging or in any wire apport wining That the price of park dutiend lot and parcel was as follows Plus minutes (11 Townselle Countration Silver Mining Company Plusary Claim Proceedings of the April House willer Sundinger & Silling Hereit

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cust. Of theodille Councilis ated Silver Mining Company Secretion Solaring S. Secry No 53. Beginning at post del whence bear the quester receive corner ou South being of Section 5. J. 16 dr. R. 31 6. Mount Dentes hin-Simino A. 1/10 151 cart 131/ feet surriency thereno from port deal ; First ains N. 1110 11. 1911 feet to part Av V, thereon proud course of 100 90 1155.7 Had be frest No 3 Cherro . third course, dr. 800 6. 200 feet be Post Norty Chan Aments como 3. 100 6. 1.466. 3 feet, to part do 5. June fifth course dr. 1410 10 1941 for 18 this plans of higining, Bearings how magnitio reseasing 16/20 vari (S) Mudrillo Constituted Mining Company Westerwood Chain, Dequinny at port Na 15, being identione with the S. E. come part of the Bearing Claims and summing hours durit denne A 11/2 6. 60 feet, Some secured course S. 110 56 6. 433 feel to part Oto 215; Thence think course 8. 2121/1 6. 1.467 feel hoper Nazy Cherier Generals courses. S. 64/2 10.45. fact to part No DIST there Gifthe course A. 43 / 10, 881 feet to porteroit theres, sixth anne or 11/20 6 418 feet, to put de 15 the place of Bequining, Bearings, tree magnetion parentian 16/20 posts Together with new and singular, the lenoments, hereditainents and appointments to cach of vaid mining claims and promises defenying or in any wire apportuniting Most the price of sach distinct lot and percel was as follows Paron number 11 Tourdelle Countidated Silver Mining Company , Burner blain 13000,00 , Parcis pumber (3) Horas villo Consolidand Silver Mining Com pany - Maydo and Bar Socation #100,000, - Paraco Munter (3) Wood ville Consolidated Silver Mining Company loss Claim \$100.00 Pincel municity Howdrelly Commended Silver Mining Company Starter alares #100,00 Perselounbed (5) Woodfello Counter ates Silver Mining Company Commings claimson Parcel minutes (61 Moderales Commendates pilver Mining Company Roger dains Hua. va Parad number (1) Wood villo Comolorated Silver Mining bon. pary wourder claim Hos Dury 0083#1624.96 Parced Number 10. Woodpillo Courolt deis Ollos Moning Company Muleinorio Olario 1100, co 40 ha Vo part real Escato is perfect to redemption pursuant to the Status

nature desaubed in agreement by parties in min Agine 18865 Logether with all and singular the tourself Siendetament and appointen were therents between good against appearancy and to much and many mender and new ander wents usues and proper thereof Is Home and to hotel all and sing whare his said from together with the appartenements unto the Sould freety of The second fraint and to his have and accoping forever In Metrice Whenevy the said party of his first hant your first above written: L. D. Folsom had State of New course of St. On this 23th day of Monch A. D. one thursame light houseless and lighty dry heremally appeared begone me John Ross bounte Recorder in and for the Send burnty of Stony L Ditalson whose name is embershed to the amendad metamined as a party thereto personally bornered me to be the dance person described in and who executed the done anneyed matriment use finely that and he the dona L. D. Follow then and time duly sillow-wledged to see that he executed the some fully and entiretaily and for the use and freefer them mentioned be Mitries Where I have herenta let my hand and affected dry offered seal be deed and from in this carefract first above los the Claro Jahn Kner bount Recover Story bount Wes Bok 47-607-611 John Ross Carmy Reacher Steams

The first of the second of the fairly by fire fine from sund the grider Marring the same of the second of the South from the south of the Same of the State of have med in the left and beauty of Som your Made a fires and the pointy of the second front . Webusin That the Loved painty of the first fract for and on landed almon of the down of fine delland gold come of the Butted Itales of American to from me haved france high the done family of the Secure print husicapie when the healy nell manely will be miner welcowed and former quet clouded and by true meant Onthe orisonal heller and fundam que clown to the Long party of the seemed parting to its winesen and mesigne. At turn cutain free in france of lowed numerical Chains and formation Actionte by my and being in the helse Hell Mounty Gratured stoney bounds state of character placement as follower to seed Marchaelle Constituted Selace Morning Commence Comment of the second henry launtiese with first chay of theme anning there in the constant of the state of the So having ration head must be trained Estate Committee Alta Il Sunney No 65 There Secured from the N. 1159 feel to part 120 9 to May the Secretary 8 2011 de pari 120 10 thomas formation comment 10/20 Email 165 free

Monted States of America Is from in Second prairie highly don't finely of the decreed hand the meeter Завиния в винену повотовой вода воминий melensed and furious quel chance and by trese present Dotte number hallest med foreser quit clown unto the Sand party of the Suand fruit" to its develver or and mestignes all there customer fines in francis of four somming the man deven fine or was Advente by my and being in the Bolow Hell Manning Continued Story Comming State of Suran a Michael as fulle in to suit Wordwill Consolidated School Mining Campering Personal Comme Beginnering of freet Soy leaning Identical with post very of Alterno chance morning then is suit answered St. 80 10 103 feet to fire the Distriction trade south the dans to Elect Comments Alta 16 S Lowing No 65 - There seemed lawrend 100 W. 1159 feel to past 1109 home thank course A 11/20 626 feet la funció mo so: Anne gamente como en 101/00 hand las feet de front No 11 Money of your comment of 1110- 6388 yet to fine No 12: There don'the comme S 11/2 W 1/40 feet to 200 15 There Summa curve. N. 481/2° W. 90 feet to first 910 27 There eighth comme it 1150 W 110 fet to part mill the fet Currie STOW and feel to prot no 19 hours whenter with the A In come of mitales to I Sung no 105 the cately lanense N. 75/2° W 65 feet to part no 30 There elevents los Nich W 120 feet to post to 31 Thence truly the comment 11/2° & 839 feet to price my The place of the second of th Manual Company of the Company of the

Sure first commendation of the first the 18: illine furned comme 5 67/2 W 25 11 feet to forest No 14 There is there cannot NIMBURE 611 feet to want 100 13. The place of beginning Bearings line may seelil decention 16/4 Enels Moranile burnerligated bas blom Beginning at that in 18 Many Called Control of the State of Conference of Conference Mo S. drawing No 101 and morning the former former N. 9/4° W. 845 - feet to jourt no 34 times decord convince 111. 1/50 6.1150 feet to past No 36 - There there come durity 15 to feet to most no 36. There feet to man 575° in 319, feet To savet No 3% There Light comme 1. 22/2 W 18 feet to first No 38 Thurse South Coming H 100 30 10 35 to get to mice 52. thence denum comme N. 803/10 E. 2011 feet to the place of lighting the magnetic or and the cure Mordaule burns of detail Selver Mining Company Man Colom Beginning at first it's 6 bearing identical with the it is corner of the Woodwill M. Ameny No.53, and resiming Trace Fred comis no 80 6 Soy feet to post No 4 trice second comes 5/1/2 W 939 feet to not to 31. There There course to 10° W Yel feet to place of beginning Bearings time magnitic Marinetismo 16/2° E. Marine I variable to the Marine Marine Commyo blom Bymmy at have no theny edintical with S. W. corner of Nordielle M. S. Corner no 53 and among there Just come of 111, 1139 feet to post no or there service considered 324 feet to post 10.3. There There come N. 613/11 6. 244 feet to some

feet to meet no 36. Thence from come you in 349, que to some No. 3% there Suffer comme U. 22/2" we 18 feet to france No 38 There desta come 76 10° 50' 10 556 feet to section 52; thence devents course. N. 80 1/10 & 2011 feet to tim place of the soming theremps time some grade variation 161/2 and Moranile bunsoled tel Selver Moning Confirmy Steen blance Beginning at first its 6 bearing solentreal wester time it is commen of the Nordville M.S. Ameny No. 5-3, and servering Tomes Time come neo a sof feet to post Not have seemed comes 5/1/2 w 839 feet to not No 31. There there course to 10° 11-Yel-feet to before of by soming Bearings tom any wite militario 16/5° E Wordhall bondenter Silver Manny bomberry Bonsonyo blown Bugmangal pace no there edustical with S. St. Comment Wordwill Medicing on bit and mining there fint come the 117/159 for To pose to o. Thence describ to march 610 6, 349 feet to fret 10. 3. There Thered comme N. 649/12 6. 294 feet to free no. 4. thence from to course S 410 & H. 5/6 feet to foret mos There fofth carrie \$ 100 & 1/33 feet to the place up beganing Burneys to magnitue remarked 16/2 Ens. Wormen Company Company Rogens lolam. Beginning at Part no 30, the Rain having Educative Comment no so for file corner of the the many class and married that come 1 18/2 6/18 8 feet to man do 185 there are large

La recent 1 3/1/1 6. 11/fect to prove miles Turing for the In the manne to 10 m 509 feet to pase to 30. The Much and by many Bearings trong Magnetic Missenter 16/12 Enet. V// Mindrede bere ortestate delice Morning hamping most blown Williamy nost Big many at pust not not when because the Summer beating commen on somethe land of Deathorn 5. Tillo 11 18:21 8 moment Sullo meneron . A 412 15' Enet 1124 feel and morning turne from part no 1. First comme Mill H 1911 feet to just thow There dience enounce 1. 100 M- 1153, 4 feet to five The 3. Thence three comme N. 80" E. 210 gut to final 100 of theme James to en un 5.10° & 11166. I feet to post the 5. Theree forthe Chamber N. 110 It. 1941 fact to the place of beginning Bearings time manginetic vommention of 16/2° and Werdrelle beneated atte the ming bearing housemore Channe Bug ming at Part the 15 him adentical with S'E carrier fort of the frame days June Tune current 11 11/2 8.60 feet there seemed Comme 510 181 & 1133 feet to proce 700 23 There the Comme 5 24/22 E. 1067 feet to june to 100 114. Thinks from the 5641/20 Or 45- feet to proce 110 25 Thomas fifth comme ter 113/11 IT 881 feet to first no 26, Throne South auros A. 11/2 E. 4118 feet to post 710 15 - the place of his Mannago time Magnetie Mainations 16/2 Gave

Tr. R. 21 S' Monnet Deable Ducucolien No 110 15' Enet 1124 feel and somewhy theme from post to I treet Comme M. 111 1 1911 get to just 110 2. There seems muneroe N. 100 W 1133, y feet to first the 3. Thence thence annual N. 80° E. 210 gree to fine no 4 Thume francis comme 5.10° & 1.466, 3 feet to operat 110 5. Munce forthe Evenue N. 412 W. 194.1 feet to the place of beginning VIII Wandrelle burnsatedated Burning Countering Hordenwood Tolorm. Bug mining at Pase to 15 ling edictical with 56 come post of The Planning Claim and morning There I were an more no 11/2 E. bo feet Themen diesend Change 5 10 15' & 1133 feet to part 10 23 Time Themes Come Sullos E. 1064 feet to port mo cy, Thomas formate comme \$67/20 Or 45-feet to fine 710 25. Thence fofte Comme to 113/11 91-851 feet to forse no 26, There is dry to auren W. 11/2° 6. 1118 feet to port 110 15 - The place of begrowing Benong time Magnete Dounations 16/2° Coure Legather with all and Lingular the their mints Surantaments and approvationed the sound to belong In an any was appendent and me amount Million all and the second of susais and progetient the many med also all to have might hele miterest may not proceeded dance and amend whatever is mell in famous an equity of his I must prest of his first point of an The day from an and per per per continued Thereof with the opposite with the second Less and the same the same the same to the same the same the same to the same the same to the same to the same the same to the AND THE PROPERTY OF THE PROPER

he Within While The Lord hang of his marker The her her to the his him and seal he dry me year first above writer , grog. Mane (Soul) Signed lealed send allowed on the presence of. State of California Just 16 alland South bely not bornity of Som Francisco On the Line Survey Second of are of July a Dr and thouse and sight hundred and bright (1880) begins me Halland Ameta a bearing Decor from the Mate of New-and duly commerce and you aleques under and by wester of the lower hereng mereding in the bely and borner by of some Toursels are State of balgornea personally apprecial John J. Hand Marine to be the freezewant all contract in much who entered the foreign of But to me who wells awledged to one he signed dated and definited the some Instrument and executed the asince freely and whom Turk and fan in wer and have production there or contrained In Metrice Whency I have have to det my have and affined my Official deal at my Office in the bety and bamby of San Foremeraco the dry and gambarative writin (Seal) Hallonid Smith borning survey Deras for the State of baligonic Rending at Son Formerseo Califor Filia on Reward this 25 th day of Marie 1896 at Requisit of R.E. Relly Sentary Junton Monning Com al 28- mi port 1206hell ille John Rose baronte Recorder Array Constitutes les William He Harmerell our Food vone Tomorama ught

must as parties thurty who each of them duly acknowledged Is not that they respectively decented the same freely and wool intarily and for the use and purposes threw theutroned and the park fathanine thit, decribed as a marrie women and the wife of your Kenty, leafin examination apart from and without the hearing of his histand, was made acquain ted by me with the contents of early instrument, and thereit the action lidged to me that the executed the some field and voluntables and for the uses and purposes their mentioned after without fear or combulsion, or under influence of his path historied, and that the does not work threbrack the execution of the same On Minery Miner Chan himmed pit my hand and affiled my Oficial Dial heday in Her in this Califical first about with Olden non Natraguet of Sud Clay Old 9 and 1905 at 27 mins from

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v. Equip lo ver mining grown d of every description of which the paid faity of the first fast possessed or intitled to either me law or in equity by being in the County of Story State of Hovada situate in the Ster Haid Moning District or the Silver Stow Bistact particularly that claims and properties him as the Mint and all properties hertofore conveyed to the party of the First part by John Mone by died dated July 21 1880, and by a) Morrison by deed dated Dept. 3/885 by Charles ded dated Hovember 29, 1892 and by Dennis Carreyton dated Hovember 29 1892 and by Sobert MG Clark by dud dated Hovember 25. 1893 and by William Ho Sook and M. Howe, by deed dated Hovember 27 1893 and by Dennis Harrigion land Over Suite by deed dated February 1. 1891. Orgo a thin with all Idips chier and angle and also all the mitals our gold and silver bearing greats thougaid earth Thirens, and all rights privileges and franches that in adai and appointment or Threwith insually had and all and singular the tenements hereditamine linancis thurty belying on me any were appertancing and the rents usu is and throfits thought and also all the letterte as well in law we in equity of said fracts of the first fact of in the appointenances and all The earl party of he first part in all forereal projection as and wherever sitteated to Kart mile Holl each party of the Right right frever On Wither Miceof of

John Maron Surface Moning Company John Sannan, Vinedalty John John Decretary John Office of California Con this 2 and day of Teberary in the year San Chancisco J. Gwo Thougand Holis Homeled and Two. before me Janus Mason, a Hotary Viele and for raid-City and County, residing therew, duff commisswould and sworts, presincelly appeared (Williams Cannon and Gug Waterman Shows to me to be the Origident and Dicretary respectively of the Viste a Minn of Company the Dorforation that executed the within untument and they duly acknowledged to me that such Corporation executed the saule. On Wilness Whereof, I have have not my hand and affin ed my official peal, at my office no paid City and County of Don Whomason, the day latte year last above written James Margon.

John Moday Jubly in an ofor billy and County of San Francisco State of Californial Fil & for record let The request of N. V. Afan. February 9. ON 1905 at 10 min pull 9 octoch a 200 J. O. Menghir Edward Gleach Villiam Gregler -The Indular Made the soft as if Deamber, in his Detween Odward Frach of Vugue City, Herada, the payty the fast part, and Dicher Higgs If the Panis place the party A he closed part Witwest Blad the and July of the first Sport for and in commenced the sam of Take Handred 1 (3000) Dollars note in it he United State of annex

in the announce of the first of the transfer of the post of the contract of th atrument were made by officers of said corporation as indicated after said dignetures; all that the said corporation executed the seid instrument freely and voluntarily, and for the uses and purposes therein bentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Senl at my office in the County of Washoe, the day and year in this certificate first above written,

SEAL

O

Documentary Stamps \$17 CANCELLED. Dec. 20, 1341 In A. Lougaria Notary Public in and for the County of Washoe, State of California

My commission expires: Sept. 26, 1945

Filed for record at request of Washoe Co. Title Ouar. Co. Dec. 22, 1941 at 20 min. past 11 o'clock A.M.

Jack 62 159 157

County Recorder.

No. 15054

DE'ED

THIS INDENTURE made this 15th day of December, 1941, between JUSTICE O OLD & SILVER MINING COMPANY, a California corporation party of the first party and DAYTON CONSOLIDATED MINES COM-PANY, a Neveda corporation, party of the second part,

AND THE SEE THE

That the said party of the first part, for and in consideration of the sum of Ten Doller (\$10.) lawful money of the United States of America, to it in hand paid by the said party of the second part; the receipt whereof id hereby ecknowledged, does by these presents g bargein, sell, convey and confirm unto the said party of the second port, and to 12s successor and assigns forever, all those certain patented and possessory mining claims, lots, pieces and parcels of land locate, situate and being in Storey County, State of Nevada; and more partic ularly described as follows, to-wit:

> Woodville Lode Claim, U. S. Survey No. 53, patent therefor being recorded in Book 35, page 114, Storey County Records.

Tarto Claim! U. S. Survey No. 84% patent therefor recorded in Book, 34, page 438, Storey County Records.

Justice Claim, U. S. Survey No. 48, patent therefor being recorded in Book a 51, page 426, Storey County Records.

Memphis Claim, U. Si Survey No. 100; patent therefor being recorded in Book 39, page 39; Store; County Records.

West/Justice Claim)possessory), the certificate of location of which is re-corded in Book D, page Si, Storey County Records.

Blaine Claim (possessory), the certificate of location of which is recorded Higher Claim (possessor), Storey County Records.

Lote 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Also Lots 30, 31 27 and the West 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range Gold Hill; also the South 40 feet of Lots 55 and 56 in Block 6, Range D Gold Hill. Together with all improvements and equipment located upon the said above

described property

TOGETHER with all the dips, apure, and angles, and also all the metals, ores, gold, and ailver bearing quartz, rock and earth of any and all mining claims and property included in this deed; and all the rights, privileges, and frenchises, there to incident, appendent, end appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, disaments and appurtenanced thereto belonging or in anywise appertaining, and the rents lissues end profits thereof.

That this instrument is intended to and does convey to the second party herein vall real property owned by the first party in Storey County Nevada, whether or not herein correctly described.

TO HAVE AND TO HOLD, all and singular the said promises, together with the appurtenances

and privileges thereto incident, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the soid porty of the first pert, by and through its proper officers thereunto duly authorized; has affixed its corporate name, and seal hercunto the day and year first above written.

JUSTICE COLD & SILVER MINING COMPARY
By H. J. Amigo
President
By Willia A. Swan

Secretary

(?)

STATE OF CALIFORNIA, CITY AND COUNTY OF SAN

CORPORATE SEAL

SS.

Notary Public in and for said City and County of San Francisco, H. F. AMIGO and WILLIS A. SWAN, known to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument; and upon onthe did depose that they are the officers of said corporation as above designated; that they are acquanited with the seal of said corporation and that the seal offixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITHESS WEREOF I have hereunto set my hand and affixed my official Seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Leantine E. Denson
Documentary Stamps \$71.50
Notary Public in and for the City and County of Cancelled 12/15/41 S.

San Francisco, State of California.

Notaricl Seal

Filed for record at request of George L. Sanford Dec. 29, 19:1 at 15 min. rast 1 o'clock P.M.

County necoraer.

No. 15071

THE UNITED STATES

m

CENTRAL PACIFIC R. R. CO.

The United States of America,

To all to whom these Presents; shall come, Oreeting: whereas, by the Act of Congressian proved July 1, 1862, as smended by the Act of July 2, 1864, " to aid in the construction of a Railroad and telegraph line from the Missouri river to the Pacific Ocean; and to secure to the Government the use of the same for postal military and other purposes; " authority is given to the Central Pacific Railroad Compnay " to construct a Railroad and telegraph line under certain conditions and stipulations as expressed in said Acts; and provision is made for granting to the said Company "every alternate section of public land designated by odd numbers; " to the amount of ten alternate sections per mile on each side of said Railroad on the line thereof, and within the limits of twenty miles on each side of said road," not sold; reserved or otherwise disposed of by the United States, and to which a Pre-emption or Homestead claim may not have attached at the time the line of said road is definitely fixed":

And Whereas an official statement bearing date November 3, 1869, from the Secretary of the Interior, has been filed in the General Land Office, showing that the Commissioners appoint ed by the President, under provisions of the sixth section of the said Act of Congress approved July 2, 1864, have reported to him that the line of Reilroad and telegraph, from the City of Sacramento in the State of California, eastward to the point of junction with the Union Pacific Railroad in the Territory of Utah; and known as the Central Pacific Railroad; has been constructed and fully completed and equiped in the manner prescribed by the Acts of Congress

leeds 64 338-344

known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Clotilde Maxwell Notary Public

My Commission Expires July 14,1962

Filed for Record at request of Springmeyer, Thompson & Dixon Sept. 19, 1959 at 55 min. past 11 o'clock A.M.

County Accorder

No.25439

Trust Officer First National Bank of Nevada

Documentary stamps in the amount of \$45.10 are affixed to the Deed per coorded in Lyon County By:R.L.Holt assistant DATED APRIL 1,1948 FOR DAYTON CONSOLIDATED ANYTON INSPIRATION GOLD CORP., A NEVADA CORPORATION. CORPORATION.

WHEREAS, on April 1,1948 Dayton Consolidated Mines Company, a Nevada corporation, made and executed a deed of trust, recorded in the Office of the County Recorder of Lyon County, Nevada, in Book "S" of Mortgages, at page 526, and further recorded in the records of the County Recorder of Storey County in Book *P* of Mortgages at page 252, both recordings of said County Recorders of the Counties of Lyon and Storey being July 1,

WHEREAS, First National Bank of Nevada, Reno, Nevada, a national banking association having its principal place of business in Reno, Washoe County, Novada, is named trustee in said deed of trust, and

WHEREAS, upon default of the terms of said deed of trust said First National Bank of Nevada, Reno, Nevada, as trustee, on April 22,1959, recorded a notice of breach and default under said deed of trust and election to sell the property described in said deed of trust, which notice of breach and election to sell was recorded on April 22,1959, in the Office of the County Recorder of Lyon County, Nevada, in Book "Z" of Mortgages at page 11 and on April 23,1959 was recorded in the Office of the County Recorder of Storey County in Book "W" of P.of A. at page 5, and

WHEREAS, following thirty-five days from the recording of said notice of breach and default and intention to sell, First National Bank of Nevada gave notice of sale to be held on the courthouse steps of the Courthouse at Virginia City, Storey County, Nevada, at 2 p.m. on the 11th day of September 1959, which notice of sale was posted on the notice board in front of the Lyon County Courthouse at Yerington, Nevada, upon a notice board at the corner of Main Street north of the flower shop in Yerington, Lyon County, Nevada, and upon a notice board on the street south of the Courthouse in Yerington, Lyon County, Nevada, by the Sheriff of Lyon County, Nevada, and said trustee further caused said notice of sale to be posted on the Sheriff's Bulletin Board, Storey County Courthouse in Virginia City, Nevada, upon the Post Masters Bulletin Board, U.S. Post Office, Virginia City, Nevada, and at Dayton Consolidated Mines Shaft, Gold Hill, Nevada, by the Sheriff of Storey County, Nevada, and, further, said trustee caused publication of the notice of sale to be published in the Counties of Storey, Lyon and Washoe, Nevada and in the City and County of San Francisco, California, and at Pittsburgh, Allegheny County, Pennsylvania, by publication as follows: On July 31, August 7, 14 and 21,1951 in Pittsburgh Press at Pittsburgh, Allegheny County, Pennsylvania; for three times with first publication on July 31st and last publication on August 21,1959 in the Mason Valley News at Yerington, Lyon County, Newada; on July 31, August 7, 14 and 21,1959

in the Territorial Enterprise and Virginia City News in Virginia City, Storey County, Newsday, on August 3,10, 17 and 24,1959 in the Recorder in the City and County of San Francisco, State of California; and on July 31, August 7,14 and 21,1959 in the Newsda State Journal in Reno, Washoe County, Newsda, and

WHEREAS, at the time and place of sele, to wit, on September 11,1959 at 2 p.m. on the front steps of the Courthouse at Virginia City, Storey County, Nevada, the highest bid received by the trustee was the sum of \$40,589.72 from Dayton Inspiration Gold Corp., a Nevada corporation, which the trustee declared as the highest bid, the trustee thereupon sold all right, title and interest of the trustee to said highest bidder and said sum of \$40,589.72 was then and there paid over to the trustee as consideration pursuant to the terms of the sale and in the manner provided as conditions of the sale,

NOW, THEREFORE, by virtue of the power of sale, authority, rights, and all powers in that certain deed of trust dated April 1,1948 between Dayton Consolidated Mines Company, a Nevada corporation, and First National Bank of Nevada, Reno, Nevada, as trustee, the undersigned, First National Bank of Nevada, Reno, Nevada, hereby assigns, sets over, conveys, grants, sells and delivers, without any warranty, covenant or liability on the part of First National Bank of Nevada, Reno, Nevada, but without limitation as to any rights held by First National Bank of Nevada, as trustee under said deed of trust, all of the right, title and interest of First National Bank of Nevada, Reno, Nevada, in and to any of the following described real property or the personal property contained thereon, held by First National Bank of Nevada in its capacity as trustee under said deed of trust, to DAYTON INSPIRATION GOLD CORP., a Nevada corporation and to its successors and assigns forever, being all those certain patented and possessory mining claims and pieces and personal property belonging to, connected with or arising out of said deed of trust of April 1,1948 and standing in the name of First National Bank of Nevada as trustee, to wit:

A. The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Nevada, and more particularly described as follows, to wit:

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records

Memphis Claim, U.S. Survey No. 100, petent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30,31,27 and the West 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56 in Block 8, Range D, Gold Hill.

TOOETHER with all the dips, spurs, and angles, and also all the matals, ores, gold, and silver bearing quarts, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

134891

Above covered by Deed from JUSTICE GOLD AND SILVER MINING COMPANY, a California corporation to the DATTON CONSOLIDATED MINES COMPANY, dated December 18,1941, recorded in Book 62 of Deeds, Page 157, Records of Storey County, Nevada.

TRACT 2

Shoshone-Comstock No.2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No.55, patent therefor being recorded in Book 36, page 56, Storey County, Nevada, Records.

Chonta (sometimes called the Front Lode), being U.S. Survey No.117.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and apourtenant, or therewith usually had and enjoyed.

Above covered by Deed from the COMSTOCK KEYSTONE MINING COMPANY, a Newada Corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated September 18,1936, recorded in Book 62 of Deeds, Page 20, Records of Storey County, Newada.

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining Claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, Page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G. Page 34.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49,49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TOOETHER with all the dips, spurs, and angles, and also all the metals ,ores, cold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenant, or therewith usually had and enjoyed.

AROVE covered by Deed from CONSOLIDATED CHOLLAR GOULD AND SAVAGE MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated June 17,1947, recorded in Book 62 of Deeds, page 536, Records of Storey County, Nevada.

TRACT 4

Lots numbered 16, 17, 19, 20, 21 and 22 in Block 6 of Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated May 28,1940, recorded in Book 62 of Deeds, Page 45, Records of Storey County, Nevada.

Part of Lot Number 18 in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Daed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated March 31,1942, recorded in Book 62 of Deeds, Page 168, Records of Storey County, Nevada.

TOGETHER with all the dips, spurs, and angles, and slso all the metals, ores. gold, and silver bearing quartz, rock: and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT

Guardian, (possessory), the certificate of location is recorded in Book G, page 575, Storey County, Nevada, Records.

Defender, (possessory), the certificate of location is recorded in Book 0, Page 576, Storey County, Nevada, Records.

Protector, (possessory), the certificate of location is recorded in Book 0, Page 576, Storey County, Nevada, Records.

Gold King, (nossessory), the certificate of location is recorded in Book 0, Page 574, Storey County, Nevada, Records.

All of above possessory claims located by Dayton Consolidated Mines Company.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or taxted, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

B. The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Neveda, and more particularly described as follows, to wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66.)

APOVE covered by Deed from the HOBART ESTATE COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated October 10,1933, recorded in Book 27 of Deeds, Page 427, Records of Lyon County, Nevada.

Kossuth, U.S.Survey No.63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada,

ABOVE covered by Deed from the KOSSUTH MINING COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated April 1,1936, recorded in Book M of Mining Deeds, Page 466, Records of Lyon County, Nevada.

The Cherokee, U.S. Survey No. 75, Datent therefor being recorded in Book B Surveys, Page 105, Lyon County, Nevada, Records.

APOVE covered by Deed from Maud Lee Flood (widow of James L. Flood, deceased), MARY EMMA FLOOD STEBBINS (daughter of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Flood, deceased) to DAYTON CONSOLIDATED MINES COMPANY, dated October 22, 1934, recorded in Book K, of Mining Deeds Page 380, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feat on the south end of the claim) patent therefor being recorded in Book B Surveys, Page 74, Lyon County, Nevada, Records.

ABOVE covered by Deed from LILY EHRHORN, TRUSTEE OF THE ALHAMBRA MINING COMPANY, to DAYTON CONSOLIDATED MINES COMPANY, dated June 15, 1934, recorded in Book K, of Mining Deeds, Page 579, Lyon County, Nevada, Records.

The second secon

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Vol.P of locations Page _____, Lyon County, Nevada, Records.

ABOVE covered by Deed from C.N.MILLER to DAYTON CONSOLIDATED MINES COMPANY, dated September 28,1933, recorded in Book M, of mining deeds, Page 371, Lyon County, Nevada, Records.

Mt.Grizzly (possessory) the certificate of location is recorded in Vol.Q of locations, Page #25, Lyon County, Neveda, Records.

ABOVE covered by Deed from FRANK R. GORDON to DAYTON CONSOLIDATED MINES CO., dated September 24,1934, recorded in Book M, of Mining Deeds, Page 378, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S,of Locations, Page 107, Lyon County, Nevada, Records. (This possessory mining claim located by Dayton Consolidated Mines Company)

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Covered by Deed from the Hobert Estate Company to Dayton Concolidated Mines Company, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Lyon County, Nevada, Records.

Number 289, Covered by Deed from VIDA BOYLE AND ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated November 24,1934, recorded in Book 28 of Deeds, Page 193, Lyon County, Nevada, Records.

Numbers, 273-274 and 275, Covered by Deed from FRED BENNETTS to DAYTON CONSOLIDATED MINES COMPANY, dated December 13,1934, recorded in Book 28 of Deeds, Page 320, Lyon County, Nevada, Records

Number, 103 and known as "Eastern Slope Mill Site," covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated November 30,1934, recorded in Book 28 of Deeds, Page 194, Lyon County, Nevada, Records.

Numbers 101-102 and 133, Covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated October 18,1933, recorded in Book 27 of Deeds, Page 428, Lyon County, Nevada, Records.

Numbers 129-134-135-136 and 180, Covered by Deed for ANNA F. LACROUTS to DAYTON CONSOLIDATED KINES COMPANY, dated April 6,1934 recorded in Book 28 of Deeds, Page 192, Lyon County, Nevada, Records.

Part of Lot 104 and all of Lot 286, Covered by Deed from MARY E. BONHAM and LAURA F. GREELEY to DAYTON CONSOLIDATED MINES COMPANY, dated December 4,1933, recorded in Book 27 of Deeds, Page 477, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenent, or therewith usually had and enjoyed.

TRACT 7

Oest Mining Claim, U.S. Survey No. 149 (patented)

Comet North Extension Mining Claim, U.S. Survey No.150, (patented) recorded in Book M of Deeds, Page 327, Lyon County, Nevada, Records.

Comet Lode Mining Claim, U.S. Survey No. 123 (pstented), recorded in Book M of Mining Deeds, Page 55, Lyon County , Nevada, Records.

Lanzac Mining Claim, U.S.Survey No.133, (patented), recorded in Book M of Mining Deeds,

Brak 64 Page 343

Fage 65, Lyon County, Nevada, Records.

Northern Bell Mining Claim, U.S. Survey No. 158 (patented), recorded in Book M of Mining Deeds, Page 59, Lyon County, Nevada, Records.

Northern Bell No.2 Mining Claim, U.S.Survey No. 151, (patented) recorded in Book M of Mining Deeds, Page 63, Lyon County, Nevada, Records.

Golden Eagle Mining Claim, U.S. Survey No. 157 (patented) recorded in Book M of Mining Deeds, Page 57, Lyon County, Nevada, Records.

Brodek Mining Claim, U.S. Survey No. 1703 (patented), recorded in Book M of Mining Deeds, Page 61, Lyon County, Nevada, Records.

Great Republic Mining Claim (possessory), recorded in Vol.A of Locations, Page 76, Lyon County, Nevada, Records.

Lilly Mining Claim (possessory) recorded in Vol. O of Locations, Page 635, Lyon County, Nevada, Records.

Bandy Mining Claim (possessory) recorded in Vol. O of Locations, Page 634, Lyon County, Nevada, Records.

Homer Mining Claim (possessory) recorded in Vol.P of Locations, Page 187, Lyon County, Nevada, Records.

ALL above claims covered by Deed from CLARA I. BOWEN to DAYTON CONSOLIDATED MINES COMPANY, dated November 15,1943, recorded in Book N of Mining Deeds, Page 187, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenant, or therewith usually had and enjoyed.

ALSO all other real estate, minerals, ores, (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same belonging to the Company on the date of the Deed of Trust, also all other real estate, minera ores (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same.

ALSO all mines, mills, plants, buildings, offices, furnaces, forges, tipples, shafts, fixtures, power plants, pumping plants, boiler houses, engine houses, engines, boilers, machinery, belting, cables, shafting, mine cars, cranes, bridges, ovens, tanks, cupulos, machine shops, industrial tanks, railroad rails, railroad tracts, and sidings, switches, elevators, conveyors, binns, pipes and fittings, diamond drills, drills of every description, scales, tools of every description owned or acquired by the Company and which now are or may be situated upon a part of or appurtenent to any of the lands and properties subject to the Deed of Trust.

TOGERTER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents, issues and profits thereof.

TO HAVE AND TO HOLD unto DAYTON INSPIRATION GOLD CORP., a Nevada corporation, as grantee, and to its successors and assigns, forever.

PROVIDED, ALWAYS, that this deed shall be construed as a quitclaim deed of all the right, title and interest of First National Bank of Nevada, Reno, Nevada, as trustee, and this conveyance shall be and is subject to all encumbrances, liens and taxes of record.

IN WITNESS WHEREOF, the trustee, by and through its duly qualified and authorized officers, has caused this deed to be executed this <u>15th</u> day of September 1959.

FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, AS TRUSTEE FOR DAYTON CONSOLIDATED MINES COMPANY, A NEVADA CORPORATION.

(SEAL)

By R.O.Kwapil Its Vice Pres. & Sr. Tr Officer

By R.L. Holt
Its Assistant Trust Officer

STATE OF NEVADA)
COUNTY OF WASHOE)

On this 15th day of September A.D. one thousand nine hundred and fifty-nine personally appeared before me, E.R. Vacchina ______, a Notary Public in and for said County of Washoe, R.O. KWAPIL known to me to be the Vice Pres. & Sr. Trust Officer of the corporation that exceuted the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Washoe the day and year in this certificate first above written.

(SEAL)

My commission expires: Nov.20.1960 E.R. Vacchina
Notary Public in and for the
County of Washoe, State of Nevada

Filed for Record at request of First National Bank of Nevada Sept.25,1959 at 5 min.past 11 o'clock

Book 64 Pogs 332-344

County Recorder

THIS INDENTURE made this 7 day of August 7. D. 1901 between E. 8. McTigue of Silver City Lyon County Nevada the party of the first part and Catherine McTigue of the same place the party of the second part

WITHESSETH: That the said party of the first part for and in consideration of the love and affection which the said party of the first part has and bears unto the said party of the second part as also for the better maintenance support protection and livelihood of the said party of the second part does by these presents give, grant, alien and confirm unto the said party of the second part and to her heirs and assigns forever all those certain lots pieces or parcels of land situate lying and being in the town of Silver City County of Lyon, State of Nevada and bounded and particularly described as follows, to-wit:

That certain lot of land upon which is situate the residence now occupied by said first party and family in said Silver City the same being situate on the west side of Main Street thereof and having a frontage thereon of seventy five feet more or loss also a lot of land on Main Street (the east side) in Silver City Newada together with the barn thereon, on the south side of Winn & Armstronge barn and stable said land and barn having formerly been the property of James Landry and Rose M. Landry his wife, also that certain house and lot situate lying and being on the east side of Main Street in said town of Silver City Lyon County, Mevada, opposite the residence of said grantor and formerly known as the property of Thomas C. Ford, also all my right title and interest in the Cop Gold and Silver Fining Claim which is a relocation of the Ford Mining Claim and is situate in the Devils Gate & Chinatown Mining District, State of Mevada, also an undivided one half interest in



engineering company operation of the transport of the control of t

June 10, 1976

Mr. R. W. de la Mare 1604 Pyrenees Carson City, Nev. 89701

Dear Mr. de la Mare:

Pursuant to a meeting you had with Charles E. Melbye Tuesday, April 13th, we wish to confirm the revisions agreed upon to the Assignment of Mining Lease and Option, dated July 21, 1973.

Paragraph 2.2(c)(2) is changed to provide for the payment of \$750.00 per month for the term of the lease. In other words, the change agreed to in our letter to you of December 10, 1975 is hereby canceled and the balance due on February 21 of \$3,750 is also canceled. All other terms remain the same.

You have received our check for \$1,500.00 to cover the March and April 21st payments.

If the above correctly sets forth our understanding, please sign one copy of this letter and return for our file.

Very truly yours,	. Il with Oil & Mines
MINERALS ENGINEERING COMPANY	Filed for Record at Request of Houston Cily Mines
DAI DA R	Filed for Record at Request of House Cook H.M. Coy. Morch 9, 1977 at AMin's. Past 10' clock H.M. Coy. Recorded in Book 6 of Official Records Recorded Storey County, Nevada
. — ()	Page 372 Storey County, Nevada Storey County Recorder Storey County Recorder
Ralph J. Anctil Exploration Manager	By
RJA/bd	File No. 40229
Ray Do Tak	The contract of the contract o

R. W. de la Mare

Book 6- PAge 372

NOTICE OF OPTION TO PURCHASE

NOTICE is hereby given that the undersigned Minerals Engineering Company, 508 Security Building, 650 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, has granted Houston Oil & Minerals Corporation, 242 The Main Building, 112 Main Street, Houston, Texas 77002 ("Houston") an exclusive option to purchase all of MECO's property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims located in Storey and Lyon Counties, Nevada, most of which is located in Sections 31 and 32, Township 17 North, Range 21 East, Sections 4, 5, 6, 7, 8, and 9, Township 16 North, Range 21 East, and Sections 1 and 12, Township 16 North, Range 20 East.

- 1. Conditions. The option is subject to the terms and conditions of \overline{an} Agreement between the parties of even date herewith.
- 2. Term. The term of the option commences on the date hereof and expires upon the occurance of certain events, but no later than January 1, 1978.
- 3. <u>Information</u>. Information concerning the option may be obtained from:

Houston Oil & Minerals Corporation
408 Rollnick Building
222 Milwaukee Street
Denver, Colorado 80206
Attention: C. Phillips Purdy, Jr.
Manager, Minerals Exploration

with a copy to:

De

Minerals Engineering Company Security Building, Suite 508 650 Seventeenth Street Denver, Colorado 80202 Attention: Anton G. Foust, President

IN WITNESS WHEREOF, MECO has set its hand and seal as of the 30th day of November, 1976:

MINERALS ENGINEERING COMPANY Individually and as general partner of Western Gold Ventures, Ltd.

President

[SEAL]

| Filed for Record at Request of Annay D. Knut
| Filed for Record at Request of Annay D. Knut
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The foregoing instrument was acknowledged before me this

day of December, 1976 by A Latter Company, a Colorado Corporation, on behalf of the corporation.

PUBLIC ?

My Commission expires: July 91, 1980

Notary Public Book 5- PA9 - 604

BB-11

GENERAL DEED AND ASSIGNMENT

DEED AND ASSIGNMENT made as of the 7th day of January 1977, between MINERALS ENGINEERING COMPANY, Suite 1055, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually and as both a limited partner and the general partner of Western Gold Ventures, Ltd., a Colorado limited partnership, grantor, and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation with offices at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM"), the grantee.

WITNESSETH, that MECO, for and in consideration of ten dollars (\$10) in hand paid by HOM and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of MECO's right, title, and interests in its property, real and personal, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, partnerships, licenses, rights-of-way, tunnel sites, and patented and unpatented mining claims in Storey and Lyon Counties, Nevada (the "Property"), including all obligations pertaining thereto from the date of this Agreement. Most, but not necessarily all, of the Property is located in Sections 3, 4, 5, 6, 7, 8, 9, 16, and 17, Township 16 North, Range 21 East; Sections 1 and 12, Township 16 North, Range 20 East; and Sections 20, 21, 28, 29, 31, 32, 33, and 34, Township 17 North, Range 21 East. Without limiting the foregoing, the Property includes, but is not limited to: (i) MECO's limited partnership interests: (ii) any and all assets and interests in the limited partnership that MECO can legally convey to HOM (including MECO's right to profits and distribution of assets); and, (iii) MECO's general partnership interests. MECO specifically excludes only a debt that Western Gold Ventures, Ltd., now owes to MECO, which debt is \$201,412.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ore, gold and silver-bearing quartz, rock, and earth therein; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof; and also all the right, estate, title, interests, property, possession, claim, and demand whatsoever, as well in law as in equity, of MECO, of, in, or to the Property and every part and parcel thereof, with the appurtenances;

RESERVING, however, unto MECO a Carried Net Profits interest in the Property, such Carried Net Profits interest to be calculated in the manner set forth in a certain letter agreement between the parties dated November 30, 1976.

MECO WARRANTS the Property as stated in that certain letter agreement between the parties dated November 30, 1976, as of the date hereof.

TO HAVE AND TO HOLD the Property above-bargained and described, with the appurtenances, unto HOM, its successors and assigns, forever.

Documentary Transfer Tax \$. from Dawa	n, Nayd, Sleenen
remaining thereon at time of transier. Under penalty of perjury:	, Mainer	1. attorius 134808
Signature of declarant or agent determining tax-firm name.	BB-12 *	Book 9- PA92 444

IN WITNESS WHEREOF, MECO has hereunto set its hand and seal as of the day and year first above written.

MINERALS ENGINEERING COMPANY

SEAL)
ATTEST:
Secretary

STATE OF COLORADO

ss.

President

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 13th day of January 1978, by A. G. Foust, President of Minerals Engineering Company, a Colorado corporation, on behalf of the corporation.

My commission expires:

July 21, 1980

Notary Public

SEATT SEATT

Filed for Record at Request of Amelian J. Knutan
The fundam 17 1978 and Min's. Past Ho'clock P.M. Danson, Mark, S.

Recorded in Book I of Official Records

Page 4444445 Storey County, Nevada

Legan Storey County Recorder,

By Deputy

File No. 41562 Fea 2460

ASSIGNMENT OF MINING LEASES _AND OPTIONS TO PURCHASE

This assignment, effective as of the 7th day of January 1977, is between MINERALS ENGINEERING COMPANY, a Colorado corporation, with offices at Suite 1055, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO"), individually, and as both a limited partner and the general partner of Western Gold Ventures, Ltd., a Colorado limited partnership ("Western Gold"), and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, with offices at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM").

WHEREAS, MECO has various interests in the documents described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"), which is held for the benefit of Western Gold;

WHEREAS, the Property was part of the assets contributed to Western Gold by MECO as general partner; and

WHEREAS, HOM is now the general partner of Western Gold; and

WHEREAS, MECO desires to assign the Property to HOM, to be held for the benefit of Western Gold;

NOW, THEREFORE, for and in consideration of \$10 in hand paid by HOM, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. MECO has granted, bargained, sold, conveyed, confirmed, and assigned, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of MECO's right, title, and interest in the Property, including all obligations pertaining thereto from the date of this agreement, which Property is to be held for the benefit of Western Gold, whether real or personal, tangible or intangible, including, but not limited to, fee lands, mining leases, and patented and unpatented mining claims. Without limiting the foregoing, the Property includes, but is not limited to: (1) MECO's limited partnership interests: (2) any and all assets and interests in the limited partnership that MECO can legally convey to HOM (including MECO's right to profits and distribution of assets); and (3) MECO's general partnership interests. specifically excludes only a debt that Western Gold Ventures, Ltd., now owes to MECO, which debt is \$201,412;

RESERVING, however, unto MECO a Carried Net Profits interest in the Property, such Carried Net Profits interest to be calculated in the manner set forth in the certain letter agreement between the parties dated November 30, 1976;

MECO WARRANTS the Property as stated in that certain letter agreement between the parties dated November 30, 1976, as of the date hereof;

TO HAVE AND TO HOLD the Property above-bargained and described, with the appurtenances, unto HOM, its successors and assigns, forever.

134900

Book 9- PAge 446

IN WITHESS WHEREOF, MECO has hereunto set its hand and seal as of the day and year first above written.

MINERALS ENGINEERING COMPANY

A. G. Foust President

Secretary

STATE OF COLORADO

CITY AND COUNTY OF DENVER

SS.

The foregoing instrument was acknowledged before me this 13th day of January 1978, by A. G. Foust, President of Minerals Engineering Company, a Colorado corporation, on behalf of the corporation.

My commission expires:

EXHIBIT A TO ASSIGNMENT OF MINING LEASES AND OPTIONS TO PUI CHASE

Storey and Lyon Counties, Nevada

- Mining Lease and Option to Purchase by and between S. Stuyvesant Fish and Kathleen K. Rawlings, as Lessor, and Union Pacific Railroad Company, Joseph R. Neaves, Jr., and Gordon Neaves, Lessees, dated May 1, 1968.
- Mining Lease and Option between Dayton Inspiration Gold Corporation, as Lessor and R. W. de la Mare and Dickie de la Mare dated December 1, 1968, as the same may have been amended from time to time.
- Mining Lease and Option to Purchase by and between Sutro Tunnel Coalition, Inc., as Lessor, and Union Pacific Railroad Company, Joseph R. Neaves, Jr., and Gordon Neaves, Lessees, dated January 1, 1968, as amended.
- 4. Assignment of Mining Leases and Options to Purchase between Union Pacific Mining Corporation and Pacific Resources, Inc. as the Assignors and Minerals Engineering Company, as Assignee, dated June 7, 1973.
- Mining Lease and Option to Purchase by and between James A. Obester and Dorothy Obester, and William G. Obester (the Lessor) and Minerals Engineering Company (the Lessee), dated May 3, 1973.
- 6. Mining Lease and Option to Purchase by and between James A. Obester and Dorothy Obester (the Lessors) and Minerals Engineering Company (the Lessee), dated May 8, 1973.
- Assignment of Mining Lease and Option by and between R. W. de la Mare and Dickie de la Mare as the Assignors and Minerals Engineering Company as Assignee, dated July 21, 1973, as amended.
- Mining Lease by and between Comstock Tunnel and Drainage Company (the Lessor) and Minerals Engineering Company (the Lessee) dated April 1, 1975.
- 9. Mining Lease and Option to Purchase by and between Orville G. Tigerman and Arnold B. Casey (the Lessors) and Minerals Engineering Company (the Lessee), dated November 26, 1974.

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Page 446 1117 1418 Storey County, Nevada Storey County Recorder, By	134902
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Book 9- page 448

AMENDMENT TO MINING LEASE AND OPTION
ON CERTAIN PROPERTIES IN STOREY AND LYON COUNTIES, NEVADA

This Agreement made on <u>January 17</u>, 197<u>7</u>, between Dayton Inspiration Gold Corporation ("Lessor") and Minerals Engineering Company ("MECO").

MHEREAS, under date of December 1, 1968, Lessor and R. W. and Dickie De La Mare ("Lessees") entered into a Mining Lease and Option on certain properties in Storey and Lyon Counties, Nevada, herein called the "Mining Lease," and

WHEREAS, by a certain Assignment of Mining Lease and Option dated July 21, 1973, the Lessees assigned their right, title, and interest in the Mining Lease to MECO, and

WHEREAS, the parties hereto desire to amend the Mining Lease in certain particulars, $% \left(1\right) =\left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left$

NOW, THEREFORE, it is agreed as follows:

- 1. Paragraph 2 of the Mining Lease is amended such that the purchase price applicable to the option to purchase is increased from ONE HUMDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) to TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000). The option price stated herein shall be reduced by the sum of any payments made in accordance with subparagraphs D or E of this paragraph, provided that once payments made in accordance with subparagraphs D and E of this paragraph have reached the sum of One Hundred and Seventy-Five Thousand Dollars (\$175,000), no payments made in accordance with subparagraph D (the minimum royalty payments) shall further reduce the option price.
- 2. Subparagraph E of paragraph 2 of the Mining Lease is hereby amended in its entirety to read as follows:

A royalty of Two and Cne-Half Percent (2½%) of the net smelter receipts, if said Two and One-Half Percent (2½%) is greater than the minimum payments set forth in Item D above. Lessor shall be furnished duplicate mint memoranda or smelter settlement sheets or other evidences of such sale."

3. The parties further agree that all other clauses and provisions of the Mining Lease dated December 1, 1968 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of $\underline{\text{January }17}$, $19\underline{77}$.

DAYTON INSPIRATION GOLD CORPORATION

ATTEST:

Secretary Secretary

Secretary

MINERALS ENGINEERING COMPANY

By Old Fourt

President

COLDRADO

134993

Book 6-PAge 373

CONSENTED TO this 14 day of day. 1977.

R. W. De La Mare	
Dacags Gol Dickie De La Mare	
•	
STATE OF One.	
On the 7 ⁺¹ day of 3, personally appeared before me, a notary public 3 returned on the constant of the consta	ed
before me, a notary public Ructon W Onstine, and Williams Contine, who are the Williams Secretary of Dayton Inspiration Gold Corporation, and who acknowledge that they executed the above Amendment to Mining Lease and Option on	ed
Certain Properties in Storey and Lyon Counties, Nevada.	٠.
Witness my hand and official seal.	
Sodo B. You Notary Public	me
My commission expires: 12-10-79	
STATE OF LENOUR) ss.	
On the /// day of Carrully, 1974, personal appeared before me, a notary public A. G. Foust and John B. Carrull who are the President and Secretary of Minerals Engineering Company who acknowledged that they executed the above Amendment to Mining Leand Option on Certain Properties in Storey and Lyon Counties, Nevado	, and ease
Witness my hand and official seal.	
Chuly A. Smoth	ज्ञातीय विकास के जिल्ला के किया के किय जिल्ला किया किया किया किया किया किया किया किय
My commission expires: July 21, 1980	31787
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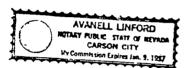
OA) ss.

the 14th day of huncies, 1977, personally to me, a notary public, R. W. De La Mare and Dickie De La cowledged that they executed the above Amendment to Mining on on Certain Properties in Storey and Lyon Counties.

ess my hand and official seal.

Guarcel Junford

expires: 9, 1981



Dayton-Inspiration Gold Corporation



P. O. 80=### SEALART FARRAGENIA PARTO Portland, Oregon 97207

September 24, 1977

Rod W. DeLeMare 1604 Pyrenees Carson City, Nevada Re: Mining Lease and Option dated 12-.-68 between Dayton and R. W. DeLeidare and wife.

Dear Mr. DeLemare:

Paragraph 1 and 2 of the above lease and option provide that the property may be purchased on or before November 30, 1978 for \$175,000.00 less any monthly payments made during the period of 12-1-68 to 11-30-78. January 17, 1977 Dayton and Minerals Engineering Company (the assignee of the above lease and option) entered into an amendment to the above lease which provided that the purchase price would be \$225,000.00 for the consideration that Dayton would reduce the 5% royalty due under Paragraph 2 E to 22%. All other clauses and provisions of the above lease to remain in full force and effect.

You have requested an extension of the final payment date as stated above, in the event the present assignee of the lease option (Houston Oil and Minerals Company) elects not to exercise the above purchase option and gives notice of cancellation on or before November 30, 1978.

The Board of Directors have reviewed your request and will grant an extension of the above lease and purchase option and emendment threto on the following terms.

- 1. The end purchase price of \$225,000.00 less applicable minimum monthly payments will be extended one year and the minimum monthly payments due under Paragraph 2 (d) shall be the sum of \$1,000.00 per month.
- 2. A further extension of 1 year and the minimum monthlypayment shall be the sum of \$1,250.00 per month and a further extension of the original lease and amendment for a period of 3 years and the minimum monthly payment increasing \$250.00 per month each year. I. E. 1979- \$1,000.00 minimum monthly payment: 1980 \$1,250.00 minimum monthly payment: 1981 \$1,500.00 minimum monthly payment: 1982 \$1,750.00 minimum monthly payment and 1983 \$2,000.00 minimum monthly payment.

All other clauses and provisions of the Lease Option dated 12-1-68 and Amenoment dated 1-17-77 shall remain in full force and effect.

Yours very truly,

Dayton Inspiration Gold Corporation

Secretary

Book8 Page 393

Books Page 394



HOUSTON OIL & MINERALS CORPORATION

R. W. DeLaHare 1604 Pyrenees Carson City, Nevada 89701

e: Virginia City (Comstock)
Lyon & Storey Counties, Nevada
Lease # 77-III-1

Dear Mr. DeLaMare:

Enclosed please find our check No. 24940 in the amount of \$750.00 covering monthly advance royalty for Suptember, 1977 under our lease 0 77-III-1 dated December 1, 1968.

Please acknowledge receipt of this payment by signing and returning one copy of this letter in the envelope provided.

Filed for Record at Request of Rod W. Determore

Very truly yours,

Recorded in Book 8 of Official Records Page 395 Storey County, Nevada New Jolanna Storey County Recorder By Mary June Hogo 3.00 Fee R.	HOUSTON OIL & MINERALS CORPORATION Robert D. Bocher
cc: Rox Edgar - Denver Office	
Receipt of the above described payment is a day of	cknowledged this
DEAR SIRS: The lease you refer to above became null:	and void when Mineral Engineering

R. W. DelaMare re-assigned their lease to Huston Oil without both my permission and Mr. Onstine's. Mr. Onstine just informed me that he has been accepting your checks but as long as I haven't accepted One, it will be up to me whether you get back in or not. We knew nothing about the Dec. 1,1976 agreement until we read about it in the Mining Record sometime in Jan. 1977.

The W. Wo farmane

242 THE MAIN BUILDING α 1212 MAIN, HOUSTON, TEXAS 77002 α 713-851-3800 β 395

CONFIRMATION, RATIFICATION, AND AMENDMENT

01

ASSIGNMENT OF MINING LEASE AND OPTION

AGREEMENT made as of the 21st day of March 1978, by and between R. W. De La Mare, a single man (hereinafter referred to as "De La Mare"), and Houston Oil & Minerals Corporation, a Nevada corporation (hereinafter referred to as "Houston").

RECITALS

- A. R. W. De La Mare and Dickie De La Mare, husband and wife (hereinafter referred to as the "Assignors"), were the lessees of a certain Mining Lease and Option dated December 1, 1968, from Dayton-Inspiration Gold Corporation covering lands in Storey and Lyon Counties, Nevada (hereinafter referred to as the "Mining Lease and Option").
- B. R. W. De La Mare is the sole heir and assign of Dickie De La Mare.
- C. R. W. De La Mare and Dickie De La Mare executed an Assignment of Mining Lease and Option dated July 21, 1973 the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO").
- D. MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston.
- E. Houston is the substitute General Partner of Western Gold and holds the Mining Lease and Option for the benefit of Western
- F. De La Mare and MECO amended the Assignment from timeto-time, so that the precise terms of the Assignment, as amended, are now contained in numerous written instruments.
- G. A dispute has arisen with respect to the parties obligations contained in the Assignment, but the parties have now agreed to resolve that dispute.
- H. The parties have agreed to confirm, ratify, and amend the Assignment and to restate the agreement between them in its

NOW THEREFORE, for \$20,000 in hand paid by Houston to De La Mare and the work commitment stated herein, the receipt and agree as follows:

I. SETTLEMENT OF CLAIMS; RATIFICATION

1.1. De La Mare agrees and confirms that Houston and its predecessors in interest have paid to De La Mare all sums which De La Mare is entitled to receive under the Assignment, as it has been amended from time to time, whether such sums were owed by MECO, Agreement to settle, release, and discharge all of the claims which De La Mare has asserted or which De La Mare could have asserted in any dispute and in any litigation arising out of the Assignment, as

amended, and any and all other obligations of any nature whatsoever, whether or not asserted and whether or not known, which De La Mare has against MECO, Western Gold, or Houston, or which De La Mare has at any time had against MECO, Western Gold, or Houston, their officers, agents, and employees arising out of the Assignment until the date of the signing of this Agreement.

De La Mare does hereby release, acquit, and forever discharge MECO, Western Gold, and Houston, their officers, agents, employees and servants, and their successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation which De La Mare may now have or may hereafter have on account of or arising out of any matter or thing that has happened, developed, or occurred, whether known or unknown, with respect to the Premises or the Assignment until the date of this Agreement. The foregoing release is executed in conjunction with the settlement of claims that heretofore have been asserted by De La Mare, but this release is intended to release not only claims made or which might have been made in any litigation, but any and all claims of any kind or nature including any and all manner of actions, causes of action, suits, rights, debts, dues, covenants, liabilities, contracts, promises, trespasses, damages, controversies, claims, and demands whatsoever, in law or in equity, which De la Mare has ever had or may have, known or unknown, arising out of any event, occurrence, or transaction prior to the date of execution of this Agreement, against MECO, Western Gold, Houston, their officers, agents, employees and servants, and their successors, assigns, heirs, executors, and administrators.

De La Mare hereby confirms and ratifies the Assignment, as amended and restated herein.

II. THE PREMISES

The Assignors were the owners of the following Mining 2.1. Lease and Option that was assigned to MECO by the Assignment:

Lessor:

Dayton Inspiration Gold Corporation, a Nevada corporation

Lessee:

R. W. De La Mare and Dickie De La Mare

Date:

December 1, 1968

Lands Covered:

Those lands and claims located in Storey and Lyon Counties, Nevada, which are described in Schedule A attached hereto and by this reference made a part hereof.

- 2.2. The Assignors represented to MECO, and De La Mare hereby represents to Houston, that the Mining Lease and Option was a valid and subsisting lease in accordance with the terms thereof and that the obligations of the lessees named therein were fully per-
- 2.3. The Assignors warranted to MECO, and De La Mare hereby represents and warrants to Houston, that prior to the date of the Assignment the payments provided for in the Mining Lease and Option were paid as provided therein, and that all covenants required to be performed by Assignors were performed by them.

III. **ASSIGNMENT**

3.1. The Assignors did grant, assign, and convey to MECO, and De La Mare does hereby grant, assign, and convey unto Houston all right, title, and interest in the Mining Lease and Option, together

with the option to purchase contained in the Mining Lease and Option, subject to the payment of the consideration specified in Paragraph 3.2 below, the work commitment stated in Paragraph 4.1 below, and the reservation of overriding royalty interest contained herein.

- 3.2. Houston shall pay to De La Mare the following:
- (a) The sum previously stated as consideration, the receipt of which is hereby acknowledged by De La Mare;
 - (b) Minimum royalties in the following amounts:
- (1) The sum of \$2,000 per month for a period of ten (10) months, the first payment to be paid on the date hereof and the remaining nine (9) payments to be made one each month during the next ensuing nine (9) months following the first payment or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below;
- January 1979, and each month thereafter until the full sum of \$3,000,000 has been paid as hereinafter provided or until such time as Houston may reassign or offer to reassign the Mining Lease and Option pursuant to Paragraph 5.3 below.

Each such monthly payment shall be due on the day of the month on which this Agreement is dated. It is understood and agreed that all such payments made under this Agreement shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below and to the \$3,000,000 price which is specified in Paragraph 3.3 below. All monthly payments made pursuant to this Paragraph 3.2 prior to production shall be accumulated against future production and shall be credited to the overriding royalty interest reserved in Paragraph 3.3 below until the amount of the accrued overriding royalty interest equals the amount of said payments before any payment is required to be made on the reserved overriding royalty interest. Thereafter each monthly payment made pursuant to this Paragraph 3.2 shall be credited to the overriding royalty interest reserved in Paragraph 3.2 and only the excess, if any, of the overriding royalty interest over the amount of such payments, shall be paid on a cumulative basis. Thereafter should there be any cessation of production, such monthly payments will again be accumulated and credited against future overriding royalty interest payments. At such time as \$3,000,000 has been paid pursuant to Paragraphs 3.2 and 3.3 hereof the monthly payments provided herein shall terminate and no further payments shall be required to be made pursuant to this Paragraph 3.2(b).

The Assignors reserved and De La Mare hereby reserves 3.3. an overriding royalty interest in the amount of two and one-half percent (2-1/2%) of the net smelter returns, as herein defined, received by Houston from the sale of all concentrates produced from the Premises subject to the Mining Lease and Option, less the credits for the payments made pursuant to Paragraph 3.2 above. Net smelter returns as used herein, shall be defined as the gross amount of the payments received by Houston from the smelter to which said ore or concentrates from the Premises subject to the Mining Lease and Option hereto are delivered, after deducting therefrom all smelter charges, surcharges, penalties, taxes, freight, and costs of transporting such concentrates to the smelter from the mill. Such royalties shall become due and payable on or before the last day of each calendar month for all returns received by Houston during the preceding calendar month, and shall be accompanied by a copy of the refinery or smelter settlement sheet. At such time as Houston may exercise the option to purchase the mining claims listed in Schedule A pursuant to the terms and conditions of the Mining Lease and Option, and at such time as there is no longer any obligation to pay the lessor under the Mining Lease and Option any of the payments set forth in Paragraphs C, D, E, and P of Paragraph 2 of said Mining Lease and

Option, the overriding royalty interest reserved by Assignors shall increase to five percent (5%). At such time as Bouston has paid to the Assignors and/or De La Mare the sum of \$3,000,000 (including all credits for the payments which have been made by Bouston or MECO to Assignors pursuant to the terms of Paragraph 3.2 above and pursuant to the provisions of this Paragraph 3.3 relating to the reserved overriding royalty interest), the overriding royalty interest reserved by the Assignors and/or De La Mare shall terminate and no further payments shall be required to the Assignors and/or De La Mare pursuant to this Paragraph 3.3 of this Agreement. Houston shall have the option at any time, and from time to time, to pay all or any part of the balance remaining on said \$3,000,000 and upon payment of the requirement to make any further payments to the Assignors and/or De La Mare shall terminate. For purposes of determining credits to this amount, the parties agree that MECO, Western Gold, and Bouston have paid Assignors and/or De La Mare the sum of \$53.250 prior to the date hereof.

The overriding royalty interest hereby reserved shall survive any purchase by Houston of the Premises pursuant to the terms of the Mining Lease and Option until terminated pursuant to the foregoing terms, unless such interest has previously terminated pursuant to the foregoing terms and conditions of this Agreement.

3.4. All payments required by this Agreement to Assignors and/or De La Mare shall be paid by Houston's check, or for their credit, at Houston's option, to the first March of March of

IV. HOUSTON'S WORK COMMITMENT

- 4.1. In addition to its other obligations under this Agreement, Houston agrees to expend \$100,000 in exploration expenses on or before December 31, 1978, on or for the benefit of the Premises if it is to continue to maintain its interest in the Premises (Houston's "work commitment"). This work commitment is to be in lieu of all other obligations that might otherwise be implied in law or fact. Expenses incurred by Houston which are properly chargeable to the work commitment shall include, but not be limited to:
- (a) Any expenditure incurred for the necessary and proper exploration, development, and operation of the Premises ing access to an exploration or development site (including tunnel and shaft maintenance and development), drilling, water, surveying, laboratory charges, environmental controls and studies, and reclamation work.
- (b) Costs of contract services, utilities, and equipment rental necessary for efficient operations on the Premises.
- (c) Cost of material, equipment, and supplies purchased or leased for use in connection with operations on the
- (d) Salaries and wages of employees while engaged in exploration and development operations, including on-site supervisory and administrative personnel.

A properly allocable portion of such employee's cost of labor fringe benefits, whether determined by collective bargaining agreements or otherwise. Examples of these costs are: overtime and premium rates, vacation, sickness and disability benefits, incentive rates, and other bonus arrangements, group life insurance, and pension costs.

٧. GENERAL

Any notice required or authorized to be given by this Agreement shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance with this Paragraph 5.1. Notices so given shall be deemed to have been received on the date of mailing.

Notice to Houston:

Houston Oil & Minerals Corporation Suite 408 222 Milwaukee Street Denver, CO 80206 Attn: C. Phillips Purdy, Jr. Vice President, Minerals

Notice to De La Mare:

With copy lo:

Mr. R. W. De La Mare Corn Cly Mindo 39701 Smill & Comble Ltd 502 NOHL DIVERSONST. Collon City, ikpda 89701

- Houston agrees to be bound by the terms and conditions of the Mining Lease and Option, to perform all of the obligations to be performed by the lessee thereunder subsequent to the date hereof, and to make all subsequent payments required by the Mining Lease and Option, subject to the right of Houston to reassign the Mining Lease and Option to the Assignors and/or De La Mare pursuant to Paragraph 5.3 below.
- 5.3. Houston may at any time reassign or offer to reassign to the Assignor and/or De La Mare the Mining Lease and Option and thereupon be relieved of any further liability or obligations whatsoever under the terms of this Agreement, the Assignment, and of the Mining Lease and Option; and the Assignors and/or De La Mare shall thereupon be bound by the terms and conditions of the Mining Lease and Option. Houston may freely assign the subject Mining Lease and Option or this Agreement provided it gives De La Mare prompt written notice thereof and the assignee agrees in writing to be bound by the terms and conditions hereof.
- 5.4. This Agreement is the entire agreement between the parties, and it supersedes all prior written agreements and verbal communications with respect to the subject matter hereof.

5.5. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

IN WITNESS WHERE Agreement as of the date and	OF, the parties have executed this year first above written.
	By C. Phillips Purd, Jr.
	Vice President, Minerals R. W. De La Mare
COUNTY OF)) ss.)
Assignment of Mining Lease a	`
JULIAN C. SMITH, JR. HOTARY PUBLIC - NEVADA CARSON CITY Hy Commission Gooder Oct. 1. 1979	Novery Public
My commission expires:	
STATE OF COLORADO CITY AND COUNTY OF DENVER)) S s.
corporation, who executed the	March 1978, before me, a notary d C. Phillips Purdy, Jr., as Vice on Oil & Minerals Corporation, a Nevada above instrument and acknowledged to me d the same for the uses and purposes
WITNESS my hand and	official seal.
SEAL)	Motary Public

expires:

SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

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Schedule A to
Confirmation, Ratification, and Amendment of
Assignment of Mining Lease and Option

Page 1 of 3

BOOK 10-PA9=17,

F7

Alto II (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179. Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada. Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Sadeed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County,

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

Einstein I I to A All I Tage a
Filed for Record at Request of Houston Vil 4 Mine Configuration (18-1978at Z.Min's. Pastific clock P. M. Recorded in Book 10 of Official Records
Remoded in Book 10 at 050 11 P
Page 65 Come 173 Storey County, Nevada
Storey County Recorder
By Deputy
File No. 41805 Fac \$11.00 M.
fac 7/1. 00 pt.

SECOND AMENDMENT TO MINING LEASE AND OPTION

This Agreement, made and entered into this <u>lst</u> day of <u>July</u>, 1978 by and between DAYTON-INSPIRATION GOLD CORPORATION, a Nevada corporation (hereinafter referred to as "Dayton") and HOUSTON OIL and MINERALS CORPORATION, a Nevada corporation (hereinafter referred to as "Houston");

WITNESSETH:

WHEREAS, Dayton as Lessor and R. W. De La Mare and Dickie De La Mare, husband and wife, as Lessees entered into a certain Mining Lease and Option dated December 1, 1968; and

WHEREAS, by an Assignment of Mining Lease and Option dated July 21, 1973, R. W. De La Mare and Dickie De La Mare assigned the Mining Lease and Option to Minerals Engineering Company, a Colorado corporation (hereinafter referred to as "MECO"); and

WHEREAS, by an Amendment to Mining Lease and Option on certain properties in Storey and Lyon Counties, Nevada dated January 17, 1977, Dayton and MECO amended the Mining Lease and Option in certain particulars; and

WHEREAS, MECO has transferred and assigned its interest in the Mining Lease and Option and in the Assignment to Western Gold Ventures, Ltd., a Colorado limited partnership (hereinafter referred to as "Western Gold") and to Houston; and

WHEREAS, Houston is the substitute general partner of Western Gold and holds the Mining Lease and Option for the benefit of Western Gold; and

WHEREAS, the parties hereto desire to further amend the Mining Lease and Option in certain particulars;

NOW, THEREFORE, in consideration of Three Thousand Five Hundred (\$3,500) Dollars payable by Houston on or before March 1, 1979, the parties agree as follows:

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Book 12- PAge 78

- 1. Paragraph 1 of the Mining Lease and Option is amended by deleting "of Five (5) Years or to December 1, 1978" and substituting therefor "to March 1, 1979".
- 2. The first sentence of Paragraph 2 of the Mining Lease and Option is amended by deleting "November 30, 1978" and substituting therefor "March 1, 1979".
- 3. Subparagraph D of Paragraph 2 of the Mining Lease and Option is amended by deleting "November 30, 1978" and substitherefor "March 1, 1979".
- 4. Paragraph 2 of the Mining Lease and Option is amended by adding a new Subparagraph H to read as follows:
 - "H. Lessees shall perform or cause to be performed the annual assessment work which is required to be performed on the property for the assessment years ending September 1, 1978 and September 1, 1979.
- 5. Paragraph 6 of the Mining Lease and Option is amended by adding a sentence at the end thereof reading as follows:

"Lessees shall pay all taxes levied or assessed against said premises for the fiscal years ending June 30, 1979 and June 30, 1980".

6. Paragraph 11 of the Mining Lease and Option is amended to read as follows:

> "The option to purchase hereinabove referred to shall be exercised by Lessees by notifying Lessor in writing. delivered to Lessor personally, or by deposit of said notice in a sealed envelope in a post office, postage prepaid and registered, and addressed to Lessor: Golumbia Sailding Pess Office Washington 99210 on or before March 1, 1979. On orportLAND, OREGON 97 P. O. BOX 487 before March 1, 1979, Lessees shall deposit Seventy Five Thousand (\$75,000) Dollars in the United States National Bank of Oregon, Burlingame Branch, Burlingame. Oregon, said Bank to hold said sum of money deposited as the escrow agent; and Lessor shall, within thirty (30) days of receipt of said notice, deposit with said escrow agent (1) a deed conveying title to Lessees. and (2) evidence that Lessor has good merchantable title. free and clear of encumbrances. Lessees shall have fifteen (15) days to examine said deed and evidence of title. Any controversy arising as to whether said title is merchantable shall be settled by Lessor's and Lessees' attorneys and the title company furnishing such evidence of title. After said fifteen (15) days. or sooner if notified by Lessees of acceptance of merchantable title, the escrow agent shall deliver the monies deposited by Lessees to the Lessor. Lessees shall, on or before March 1, 1980, deposit Ninety Thousand (\$90,000) Dollars with interest thereon at

the rate of eight and one-half (8½%) percent per annum from March 1, 1979 to the date of deposit with the escrow agent, who shall then deliver the deed and evidence of title to the Lessees and the monies deposited by Lessees to the Lessor. Revenue tax stamps required for the deed shall be placed thereon by the escrow agent at Lessor's expense. Escrow fees shall be shared equally by the parties hereto. If Lessees desire an abstract of title, they may order one at their own volition and expense, said abstract to be ordered sufficiently in advance so that it may be deposited in escrow within the thirty (30) day period referred to above in this paragraph".

Paragraph 17 of the Mining Lease and Option is amended to read as follows:

- "17. Lessees agree to prepare an inventory of all the mill machinery and buildings on the premises which shall be submitted to Lessor, and upon Lessor's acceptance of said inventory, it shall become a part of this Agreement. The following real and personal property is excluded from this Agreement:
- Two surface buildings on the New York property belonging to Jack Lowry known as the Carpenter Building and Change House;
- 2) Mill machinery in the mill building belonging to Jackson Mountain Mining and Milling Company.

The sixty-five foot steel headframe located on the shaft of the New York property shall be part of this Agreement on the following terms and conditions: (i) Lessees shall pay Lessor Five Hundred (\$500) Dollars on July 1, 1978 and a like amount on the first day of each month thereafter, to and including February 1, 1979; (ii) if Lessees exercise the option to purchase hereinabove referred to, Lessees shall pay to Lessor Five Thousand Five Hundred (\$5,500) Dollars on March 1, 1979"

8. Except as herein amended, the Mining Lease and Option as heretofore amended, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Mining Lease and Option as of the date first above written.

DAYTON-INSPIRATION GOLD CORPORATION

TO SO THE THE PARTY OF THE PART

By Burton W. Orstine

Secretary

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Book 12-PAge 80

Execution of Second Amendment to Mining Lease and Option by and between Dayton-Inspiration Gold Corporation and Houston Oil and Minerals Corporation continued:

On this /8tt day of John President Minerals Division

On this /8tt day of John President Minerals Division

On this /8tt day of John President Of Dayton-Inspiration Gold Corporation, a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

My commission expires: 5-12-80

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 6th day of July , 1978, personally appeared before me, a notary public, C. Phillips Purdy, Jr., Vice President Minerals Division of Houston Oil and Minerals Corporation, a Nevada corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

My commission expires: 11/7/81

Hy commission expires: 11/7/81

SEAL AFFIXED

OF COORDED

BOOK 12-PAGE 81

134922

Book 12-PA9c 82

QUIT CLAIM DEED

THIS Quit Claim Deed, effective as of the 12 day of July, 1978, is between MINERALS ENGINEERING COMPANY, a Colorado corporation whose address is 1055 Colorado National Building, 950 Seventeenth Street, Denver, Colorado 80202 ("MECO") and HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation whose address is Suite 408, 222 Milwaukee Street, Denver, Colorado 80206 ("Houston").

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Houston to MECO, the receipt and sufficiency of which are hereby acknowledged, MECO hereby grants and conveys to Houston the properties and intersts more particularly described as follows:

 The Carried Net Profits Interest reserved to MECO in that General Deed and Assignment dated as of January 7, 1977, recorded as follows:

	Reception	<u>Book</u>	Page
Storey County, Nevada	41562	9	444-445
Lyon County, Nevada	3 6011	-	

 All of MECO's right, title, interest, claim and demand in the Dollarhide Property or any production or revenues therefrom, including, but not limited to, the Carried Net Profits interest reserved to MECO in that Deed and Release of Mortgage dated as of November 30, 1976, recorded in the following counties:

	Reception	Book	Page
Mesa County, Colorado	1121459	1088	104-106
Montrose County, Colorado	455486	636	439-441
Grand County, Utah	367733	256	25-27
Emery County, Utah	258465	89	404-406

Occumentary Transfer Tax \$ 57-40

Computed on full vaue of property conveyed; or

Computed on full value less liens and encumberances maining thereon at time of transfer.

Under penalty of perjury:

Signature of declarant or agent INDEX

HOUSTON OIL ÉMINERILS CORMOITION

Book 11- PAge 549

If Houston makes the affirmative election to surrender to the lessors all or any part of that Mining Lease and Option to Purchase dated February 24, 1976, between Dollarhide Corporation, Summit Resources, Inc., Carmen Jones, Administratrix of the Estate of Roy Jones, Guy M. Bartlett, and Roger Arnebergh (lessors) and Minerals Engineering Company (lessee) covering the claims identified in the Deed and Release of Mortgage referred to hereinabove, Houston agrees to give MECO at least thirty (30) days' prior written notice. If MECO gives Houston written notice within such thirty (30) days that it elects to take a reassignment of Houston's rights, Houston shall promptly assign to MECO all rights and interests which Houston may then have in that portion of the lease to be surrendered. If such reassignment is of less than all of the property remaining subject to the Mining Lease and Option to Purchase, prior to such reassignment, MECO shall obtain written consent of the lessors to a partial assignment and their written agreement to treat the partial assignment such that a default by MECO will not affect Houston's interest under the entire Mining Lease and Option to Purchase. Notices shall be deemed sufficiently given or served if in writing and deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to such party at the following address or at such other address as the party shall have designated by written notice to the other party in accordance herewith. Notices so given shall be deemed to have been received on the date of mailing.

Notice to Houston:

Houston Oil & Minerals Corporation Suite 408 222 Milwaukee Street Denver, Colorado 30206 Attn: C. Phillips Purdy, Jr. Vice-President, Minerals Notice to MECO:

Minerals Engineering Company 1055 Colorado Mational Building 950 Seventeenth Street Denver, Colorado 80202 Attn: Anton G. Foust President

-2-

Book 11-PA9e 550

MECO represents and warrants that there are no mortgages, liens, or encumbrances on MECO's interests in the property subject to this Deed.

MECO warrants the interests conveyed hereby against those claiming by, through or under MECO.

IN WITNESS WHEREOF, MECO has executed this Deed as of the date and year first above written.

MINERALS ENGINEERING COMPANY

(SEAL)	By andon I Foust	
ATTEST: House	Anton G. Foust - President	
Secretary		

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)
SS.

The foregoing instrument was acknowledged before me this 12^{12} day of July, 1978, by ANTON G. FOUST, as President, MINERALS ENGINEERING COMPANY, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal

michess my mand and	official seal.
	Hotary Public
	notary habited
A. E	
iy Commission expires:	My Commission Expires Oct. 11, 1981
	Filed for Record at Request of Hondon (Pil +)
7. m. 10.	Queunt 14 1978 a37 Min's Part On's lock 7 M

Book 11- PAge 55/

Documentary Transfer Tax 70.56 2 (A) Computed on full voue of property conveyed; or Computed on full value less liens and encumber remaining thereon at time of transfer.

GENERAL DEED

Under penalty of perjury:

DEED MADE AS OF THE 1ST day of March, 1979, betweeen DAYTON determining tax-firm INSPIRATION GOLD CORPORATION, Post Office Box 487, Portland, Oregon 97207, a Nevada Corporation, grantor, and HOUSTON OIL & MINERALS CORPORATION, a Nevada Corporation with office at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM"), the grantee:

WITNESSEIH, that Dayton, for and in consideration of Tan Dollars (\$10.00) in hand paid by HOM and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of DAYTON-S right, title and interest in its real property, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, licenses, rights of way, tunnel sits, and patented and unpatented mining claims described and more fully set forth in EXHIBIT "A" attached hereto and made a part of this deed, including all buildings located upon said mining claims in an "as in condition" with no warranty as to their structural soundness or usability for mining operations.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ore, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof; and also all the right, estate, title, interests, property, possession, claim, and demand whatsoever, as well in law as in equity, of DAYTON, of, in or to the PROPERTY and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the property above bargained and described, with appurtenances, unto HCM, its successors and assigns,

IN WITNESS WHEREOF, DAYTON INSPIRATION GOLD CORPORATION has hereunto set is hand and seal as of the day and year first above written.

DAYTON PISPIRATION GOLD CORPORATION ATTP-97

STATE OF OREGON

COUNTY OF MULTNOMAH

SS

The foregoing instrument was acknowledged before me this 2V

Dayton Inspiration fold Corporation, a Nevada Corporation

Notary Public In and for the State of Oregon, residing at Portland, Oregon

EXHBIT "A" TO DEED FROM DAYTON INSPIRATION GOLD CORPORATION, a Nevada Corporation to HOUSTON OIL AND MINERALS CORPORATION

The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Hoveds, and more particularly described as follows, to wit:

TRACT 1

Technille Lode Claim, U. S. Survey No. 53, pagent Charefor being recorded in Pook 25, page 114, Storey County, Nevada, Records.

Justice Claim, U. S. Survey No. 43, patent descriper being recorded in Book 31, page 426, Storeg County, Nevada, Records.

Memohio Claim, U. S. Survey No. 100, patent interctor being recorded in Book 09, page 39, Storey County, Nevada, Records.

Most Sustice Claim (possessory), the certificate of location of which is recorded in Book D, type 31, Storey County, Nevada, Records.

Idening Claim (possessory), the certificate of territor is recorded in book 5, page 60, Choray County, Mayada, Records.

THE PROPERTY OF THE PROPERTY O

Filed for Record at Request of Humands Casp.

Cing 12 19th at SMin's. Past To'clock AM.

Recorded in Book 24 of Official Records

Page 243 THAIL 255 Storey County, Nevada

Mary Rushill Storey County Proorder

By Linda Linda at Deputy

File No. 1719 6 - 744 10.00 C

800K 024 PAGE 249

Takin 37 and 33 in Block 6, Range C of the town of Gold Will.

The 30, 31, 27 and the Nest 22 feet of The 28, the North 200 feet of Let 29, part of Let 35, all in Block 6, Range C, Cold MAII: also the South 40 feet of Let 55 and oil of Let 56 in Block 8, Range D, Gold Mill.

rocaville with all the dips, apurs, and angles, and also all the metals, ores, gold, and oliver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

FLOWS covered by Deed from JUSTICE COLD AND CIMUER HINTER COMPANY, a California corpomation to the DAYTON CONSCIDENTED MINES COMPANY, dated December 18, 1941, recorded in Rock 62 of Leeds, Page 157, Records of Storey County, Nevada.

TRACT 2

Thoshone-Comstock No. 2, unpatiented lode naming claim, the certificate of location is recorded in look G. page 385, in the County Recorder's office, Storey County, Mewada.

Heystone Patented mining claim, being U.S. Eurte, No. 55, patent therefor being recorded in Mock 56, page 56, Storey County, Nevada, Assorris.

Chonta (sometime called the Front Lode), Loing U. S. Survey No. 117.

FOGETHER with all the dios, spurs, and angles, and also all the metals, ores, gold, and silver bearing suartz, rock and earth in place or divared of any and all mining claims and promerty included in the above tract; and all une rights, privileges, and franchises thereto incident, appendant, and appurtenant, or unarswith usually has and anjoyed.

Above covered by Deed from the COMSTOCK CONSTCUE WINDLE COMPANY, a Nevada Corporation to one PARTOR COMSOMPAND WINE COMPANY, watch Tencomber 10, 1930, recorded in Look 61 of Deeds, Page 20, decords of Johns County, Nevada.

A STATE OF THE PROPERTY OF THE STATE OF THE

TRACT 3

Pertain portions of the following described prisming the unpetenced fode Kindag claims:

Taledonia unnex (possessory), the dertificate of location is recorded in Book 7, Page 142, Parey County, Nevada, Records.

line 9 (possessory), the certificate of location of which is recorded in Dock G, page 32, Storey County, Mevada, Records.

wito 10 (monsessory), the certificate of constion of which is recorded in Book C. Page 30, Storey County, Revada, Records.

Parts 11 (mossessory), the certificate of Protion of which is recorded in Mook G. Mongo 34.

California U. S. Survey 4509, unpatented, the recriticate of location of which is recorded to Lock F. Page 170, Storey County, Mayada, Seconds.

Front Gode U. S. Survey 49, 49% and 49%, patent charafter being recorded in Book 30, hage 462, febrey County, Hevada, Records.

off cortions of any mining rights and surface rights andruded but not herein appetfically manage.

TOOFTHIRE with all the dips, spurs, and angles, one also all the metals, ores, cold, and silver bearing quarts, rock and earth in place or severed, of any and all mining claims and openancy included in the above tract; and all the light, privileges, and franchises thereto includent, appendant, and appurtament, or therewith usually had and enjoyed.

COURT COUNTED BY REED from COMSOLUTATED CHOILER COURT MAD STREET MINING COMPONI, a California correspondent to the DATEO COMPOLITATED MINES COMPONE, dated June 17, 1947, recorded in Book 50 or Deeds, cade 536, Records of Closey County, Sevents.

TRACT 4

With implezed 16, 17, 10, 20, 2% and 22 in the cold of large d of cold Hill to because, through Country, hewads.

Provide determine the Beed Iron Vincourt, Annount, or other district City, Revolation the restor commonitation

MINDS COMPANY, dated May 23, 1940, recorded to Book 63 of Deeds, Page 45, Bocords of Scorer County, Savada.

First of Not Number 13 in Plock 6, Nange C of Gold Hill Townsite, Cloray County, Nevade.

PROVE devered by Deed from VINCENZO MARICONI, of cilver City, Hevada to the DAYTON CONSOLIDATED HINDS COMPANY, dated March 31, 1942, recorded in look 62 of Deeds, Page 168, Accords of Storey County, Mevada.

recommended with all the dips, sours, and angles, and also all the metals, ores, gold, and elemented property localized in the above tracts and all mining claims and property included in the above tracts and all the rights, privileges, and franchises thereto inclident, appendent, and appurtenant, or there-will recally had and enjoyed.

rivich 5

currence, (possessory), the certificate of location is recorded in book G, page 575, Scorey County, Savage, Records.

Delivader, (possessory), the certificate of Transion is recorded in Book G, Page 570, Storer County, Revada, Records.

Protector, (possessory), the certificate of location is recorded in Book G. Page 576, Storey Crusby, Nevada, Escorda.

dolf King, (passessory), the certificate of Constion is recorded in Book G, page 574, Charman County, Nevada, Rosords.

and of above presentory clause leasted by Payton Consolidated Mines Company.

Proceeding with all the dips, sours, and angles, and a source of the metals, erec, you, and silver brawing nuarty, rock and earth in place or severed, at any and all mining claims and property included in the above track; and all the rights, provinces, and franchises there to includent, appendant, and appurtenant, or therewith usually and and enjoyed.

m. tha following locate, situace and being in the

pertion of the end Chimetown Minding Clebracks, in the

County of Tyron, State of Newndh, and home particularly described on follows, to wit:

TAACT 6

The Tayton (Marble Lode, U. S. Survey No. 66.)

FIGURE covered by Beed from the NOLARY DSTATE COMPANI to LAYTON CONSOLIDATED MINES COMPANY, dated October 10, 1933, recorded in Book 27 of Leeds, Page 407, Records of Lyon County, Tayana.

Corauth, U. S. Survey to, 63, recorded in Book to: Surveys, Page 38, Lyon County, Nevada, Records.

DROVE obvered by Reed from the MOSCUTE MINING COMPANY, to DAYLON CONSOLIDATED MINES COMPANY, Cubec Spril 1, 1936, recorded in Ecok M of Mining Reeds, Page 456, Records of Lyon County, Revola.

The Charless, H. S. Turvey No. 75, patient therefor being recorded in Book P Surveys, Page 193, Lyon County, Nevada, Records.

FIGURE CONVERED by Dand from Mand Lee Flood (FALC) of James L. Flood, deceased), MARY THE PLOOF CONTRIBUTES (daughter of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Fines, Gaccased) to Dayrow Consolidated Mines 20070 Fr. dated December 22, 1936, recorded in Book M. of Mining Feeds Page 380, Lyon County, Navaga, Records.

The Filtrahra, U. C. Survey No. 56 (excepting eso fact on the south and of the claim) patent character being recorded in Book B Surveys, Tage 74, Eyen County, Mayada, Records.

entile devered by Doed from LIUT SURHORN, TRUSTEE of the Analyses Mining Company, to DATTON regrotations by these company, dated Jame 15, 1930, recorded in Book N, of Mining Doeds, page 579, byon County, Nevada, Records.

Colleg, Peach and Peach #2 (possessory), the correlations of location is recorded in Vol. P to correlations Page _____, Lyon County, Javada, Property.

MAGUE CONTROL BY DEED TYPE C. M. THEFTH to HAND THOUSON TRANSMIT MINES COMPANY, detect the manual Properties of the Company, and the control of the Company, seventh, and the control of the Company.

The ringly (puscessory) the certificate of location in recovers to 70). O of locations, Page 208, Wyon County, Mayada, Rodords.

PROVE covered by Deed from FRANK R. GOPTON to Limital MossolibhTED MINES Co., dated September 21, 1854, recorded in Book M, of Mining Deeds, Page 273, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S. of locations, Page 107, Lyon County, Nevada, Records. (This possessory mining claim located by Dayton Constituted Wines Company).

silver clay Lots as laid down and described on the loss E. Browne map of the townside of Silver City, Lyon County, Nevada.

dumber 277-273-279-330 and 233, Covered by Deed from the Tolart Estate Company to Doyton Constitutional Mines Company, dated October 19, 1913, recorded in Book 27 of Deeds, Page 427, Lyon County, devada, Records.

Panish 193, Covered by Dead Srom VIDA BOYLU NO. 1935 F. WACKCOTS to DAYTON CONSOLIDATED FINELD COMPANY, dated November 24, 1934, recorded in Book 28 of Deeds, Page 193, Lyon County, Tavada, Records.

fundars, 373-274 and 275, Covered by Deed from FROD RATEFUS to DATION CONSCRIDATED MINES COMPURE, Sound December 13, 1034, Indoorded in Lotte 22 of Deads, Page 300, Gyon Councy, Mayada, Rocords.

Nameler, 103 and known to "Endown Clope Mill Sile," nowered by feed from GEORGE PURPHAN to SHITON COMPOSITATED MINES COMPANY, dated November 16, 1934, recorded in Dook 18 of Deeds, Tegn 104, Syon County, Mevade, Records.

Hambers 101-102 and 123, Covered by Deed from Charles Furnith to DAFFOR COMBOCTDATES MINES COMBOCK, daked October 19, 1933, recorded in 1939 37 of Leeds, Page 428, Lyon County, Bevola, Records.

Thickness 130-134-133-136 and 100, Covered by Suda from 2076 F. Thickness to Destroy consolidated Time despett, dated April 8, 1931 recorded in Section 39 of Deeds, Page 192, Lyon County, Wevada, Topondo.

Part of Not 104 and all of Not 286, Covered by the From PEAN 1. DOWNER and CAUD F. CARBLEY on 11101 103600 DATEL MINES COMPANY, Bated Economics 4, 1933, recorded in book 17 of Deeds, Page 277, Tyon County, Tavado, Accordo.

TOTWING with all the dips, (pure, and angles, and the new s, order, gold, and milver

learning menth, rock and earth in alace or several, of any and all mining claims and armostly included in the above trace; and all the rights, privileges, and franchises therein incldent, appendant, and appurtenanc, or therewith usually had and enjoyed.

THE OEST GROUP OF CLAIMS BEING TRACT 7 IS NOT INCLUDED AS A PART OF EXHIBIT "A."

Act Minimo Claim. U. S. Survey No. 142 (Decembed)

Common North Difference Wining Claim, J. S. Christof Un. 150, (novembed) recorded in Scok D. of Picks, Page 227, Lyon County, Advada, Journals, 1981

Ture? Took mining Claim, U.S. Survey No. 197 (parented), recoved an Book H of Mining Page, Page, 55, Tron Councy, Havada, Addords.

Satisfo Chains of thim, U. S. Survey No. 133, (proceeds), recorded In Sook H of Baning Deeds, 2 of 85, agon County, Hevada, Records.

Timbing Neth Wining Clade, U. S. Screey 40. 170 (purposed), recorded in book K of Mining Needs, sone 54, twom downly, Nevada, Records.

Therm 1000 No. 2 Mining Tlaws, J. C. Strvey No. 150, (patended) recorded in Book M of Mining Ferds, Page 63, Lyon County, devads, Records.

The Single Mining Claim, U. S. Survey No. 17. (estanded) recorded in Book M of Hining chart, Page 57, Syon County, Jevada, Records.

remak Mining Claim, U. S. Burvey No. 1703 (backaised), recorded in Book N of Mining Perds, Prox (M. Mgon/County, Nevada, Records.

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Hilly Highing Claim (possednery) recorded in H. O of Goodinous, Dage 635, Won County, Heydra, Records.

Finally Mining Claim (possessory) recorded in Mini. Conf Constions, Dage 634, Gyon downty, Time Co., Becords.

Obser Mining Claim (possessor,) recorded in (1) 7 of December, Dage 137, Lyon County, 1997as, Lecords.

GRANT DEED

In consideration of Ten Dollars in hand paid, HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, Grantor, grants to HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation, Grantee, whose address is 1325 S. Colorado Boulevard, Building B, Denver, Colorado 80222, a Texas corporation, certain property situate in Storey County, , and more particularly described in Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this deed this $\frac{18^{14}}{}$ day of November , 1980.

HOUSTON OIL & MINERALS CORPORATION

ATTEST:

Asst. Secretary SEAL AFFIXED

APPROVED ном нисо номех

STATE OF COLORADO

City and County of Denver

Hower Intil Filed for Record at Request of Menanel Corp Cro. 1.1980 at & Min's. Past 20'clock? M. Recorded in Book 20 of Official Records Page 13C 137 138 179 Storey County, Nevada Muze Pare Cult Storey County Recorder ss. Bodnien Biolacia File No. 4 8132

The foregoing instrument was acknowledged before me this /R/L day of November , 19 80 by Robert B. Hope, Houston Oil & Minerals Corporation, on behalf of the corporation pursuant to a resolution of the Board of Directors of the corporation.

My Commission Expires:

[SEAL]

Documentary Transfer Tax \$ Computed on full value of property conveyed; or computed on full value less liens and encumbrances remaining thereon at time of transfer.

Under penalty of perjug

George E. Roeves, Asst. Houston International Minerals Corporation

MREXE

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SEAL AFFIXED

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 358, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chontz (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

Abtr 11 (persentary), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Kevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Eank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendent, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98. Lyon County, Nevada, Records.

ENRISTT A

Page 3 of 3

The Cherokee, U.S. Survey No. 73, patent therefor being recorded in Book B of Surveys, Rage 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

QUITCLAIM DEED

In consideration of Ten Dollars (\$10.00) and other valuable consideration, HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation ("Grantor"), whose address is 3801 E. Plorida, P. O. Box 10200, Denver, Colorado, 80210 hereby quitclaims to R. W. DE LA MARE, a single man ("Grantee"), whose address is 1604 Pyrenees, Carson City, Nevada 89701 all of the right, title and interest in and to those certain lands ("Property") located in Storey and Lyon Counties. Counties, Nevada more particularly described in Schedule A attached herto and incorporated by reference herein which Grantor acquired through conveyances from Dayton Inspiration Gold Corporation dated March 1, 1379 and December 24, 1980 and recorded in the Official Records of Storey County, Book 24, Page 248 and Book 26, Page 561, and in the Official Records of Lyon County, Document Nos. 57224 and 57961.

TO RAVE AND TO HOLD unto Grantee, his successors, and assigns.

IN WITNESS thereof, Grantor has executed this Deed this 1982.

> HOUSTON INTERNATIONAL MINERALS CORPORATION

Vice President-Operations

STATE OF COLORADO

City and County of Denver

The foregoing instrument was acknowledged before me this 5 day of Accept, 1982 by K. H. Wright, this 5 day of Annut, 1982 by K. H. Wright, Vice President-Operations, Houston International Minerals Corporation, on behalf of the corporation.

My Commission Expires: My Commission Expires Feb. 19, 1985 3801 East Florida Denver, Colorado 80210

Filed for Record at Request of R. H. Defemen Mar. 9. 1983 at 44 Min's. Past 20'clock L.M. Recorded in Book 37 of Official Records Page 25+257 26-257 Storey County, Nevada Mury Armie Rule Storey County Recorder By Mizzrex Louther

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SCHEDULE A

TRACT 1

Moodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Peok 35, Page 114, Storey County, Nevada, Records.

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TRACT 2

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Meyada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

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Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, 194939 Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

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Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

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Defender (possessory), the certificate of location is recorded in Rook G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

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Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Medge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page ______.
Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Hill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Also all mines, plants, buildings, offices and mill machinery acquired by Houston International Minerals Corporation from Dayton Inspiration Gold Corporation by Quitclaim Deed dated December 24, 1980.

When Recorded Return To:

CARL F. MARTILLARO, ESQ. 412 N. Curry St. Carson City, NV 89701

Page 3 of 3

MEMORATION OF AGREEMENT

This Agreement is made and entered into this 16 day of January, 1987, by and between R. W. De La Hare, hereinafter called "Party of the First Part", Trans-Globe Resources, Inc., hereinafter called "Party of the Second Part" and McCabe Enterprises, Inc., hereinafter called "Party of the Third Part".

It is hereby mutually agreed upon, by the above three Parties, to the following provisions and conditions:

- 1. The Party of the First Part does hereby deed, convey and assign all of his interests in all his properties located in Storey and Lyon Counties that he owns or has interest in, and any and all structures, improvements, personal property, water wells, etc., or any corporation or other entity that he may own or have an interest in, to the above three Parties in the following manner:
 - (a) Fifty Per Cent (50%) interest to R. W. De La Hare.
 - (b) Twenty Five Per Cent (25%) interest to Trans-Olobe Resources, Inc.
 - (c) Twenty Five Per Cent (25%) interest to McCabe Enterprises, Inc. Title is to be taken as tenants-in-common.
- 2. It is further agreed by all Parties hereto that an operating company will be set up to do the exploration, testing, and the other work necessary to make the property "bankable". The officers of the corporation and their duties will be thus:
 - (a) R. W. De La Hare will be President, Chairman of the Board and Senior Mining Advisor.
 - (b) Julia S. McCabe will be Secretary, Treasurer, Controller and a Member of the Board.
 - (c) James Oalloway will be First Vice President, Chief Executive
 Officer, General Manager and a Hember of the Board.

 A bank account will be set up and will require any two of the above named officers to sign the checks.
- 3. The financing needed for the project will be done in two stages, and will be as follows:
 - (a) The first step will be to raise the amount needed to make the project "bankable". This will be done by a note and deed of trust, or other instrument that will provide collateral security for payment of the promissory note, on all the properties and will be executed by R. W. De La Hare, who is the owner of record at this time.

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- (b) The second step or stage will be to raise the large amount of capital needed to build the mill, process the ore and put the project into operation. This amount could run upwards of Twenty Five Million Dollars (\$25,000,000). This sum to be arranged and signed for by James Galloway, President of Trans-Globe Resources, Inc. and Julia S. McCabe, President of McCabe Enterprises, Inc., as they both have extensive experience in the financing field.
- i. It is also mutually agreed that the Party of the First Part agrees
 to sell to the Parties of the Second and Third Parts, at their option,
 the First Party's Fifty Per Cent (50%) interest in the project under
 the following terms and conditions:
 - (a) The Parties of the Second and Third Parts will make a cash down payment of One Million Dollars (31,000,000), then one year later, and each year thereafter, make an annual payment of Five Mundred Thousand Dollars (\$500,000) for as long as the Party of the First Part (R. W. De La Mare) shall live. This payment schedule will be guaranteed by the establishment of a non-revokable life-long trust fund. When this fund is established the Party of the First Part will execute a grant deed and/or any other document needed to transfer clear title and possession to the Parties of the Second and Third Parts.

This Agreement may be recorded by any of the Parties hereto.

IN LITHESS THEPEOF, the Parties hereto have caused these presents to be executed the day and year first above written.

That part! R. W. De La Ha	SECOND PARTY: Trans-Olobe Resou: James Galloway,	rees, Inc. HeCabe	Interprises, Inc.
STATE OF NEVADA COUNTY OF Carson City	0104783 } ss.	THILE INSURAN	·
On January 16, 1987 a Notary Public. R. W. De La Har		in 8. McCabe	. '
who schnowledged that the Yearsuled th	above instrument	ATRICIA J. TURNER	. ·

MICROFILMED

O104783
OFFICIAL RECORDS
LYON COUNTY, NEV.
PEDOND REQUESTED B

Filed for Record at Request of Recorded

Lo, 1987 at St'llin's. Past/Lo'clock AM.

Recorded in Book. Sa. of Official Records

Puge 337-338-339. Ciorey County, Nevada

Storey County Recorder

By Sold Storey County

File No. 59114

File No. 59114

File 2.0004

187 JAN 20 AH 11 42

HANCE A CARR
COUNTY RECORDER
FEE Zand Bar JC

W.I.T. according

MEMORANDUM OF AGREEMENT

This Agreement, made this 29 day of _______,
1987, by and between RODNEY W. DE LA MARE, individually, and
as President DE LA MARE MINES, LTD., a Nevada corporation,
hereinafter referred to as "DE LA MARE", and ART WILSON,
hereinafter referred to as "WILSON",

WHEREAS, DE LA MARE, is the owner of certain patented mining claims and other real estate located in the Counties of Lyon, Storey and Carson City, in the State of Nevada, and

WHEREAS, DE LA PARE is desirous of entering into an Agreement for the development of said properties, and

WHEREAS, WILSON is capable, willing and able to provide the expertise, man power and financial assistance necessary for the development of said properties,

NOW, THEREFORE, IT IS AGREED, between the parties as follows:

- 1. Transfer of Properties: DE LA MARE hereby transfers to WILSON an undivided 55% interest in all properties, including real properties, mining claims, and personal properties in which DE LA MARE or DE LA MARE MINES, LTD., has an interest, as more fully set forth in Exhibit "A" attached hereto and incorporated by reference herein. properties set forth on Exhibit "A" attached hereto and incorporated by reference herein.
- 2. Consideration for Said Transfer: In consideration of the transfer of the undivided interest as

-1-



set forth above, WILSON agrees to pay DE LA MARE \$100,000.00 in the following manner.

\$10,000.00 upon execution of this agreement.

b. WILSON shall, no later than the 30th day of July, 1987, discharge the obligation on the single family residence of DE LA MARE located at 1604 Pyrenees, Carson City, Nevada, which such obligation includes a First Deed of Trust on the subject property in approximately \$65,000.00 to First Interstate Bank of Nevada, which is currently in foreclosure. The discharge of the obligation will require a refinancing of the subject premises; but in any such refinancing, WILSON shall remain personally liable for the discharge of the obligation. After said refinancing has been completed, WILSON will deed the said property located at 1604 Pyrenees Street, Carson City, Nevada, back to DE LA MARE with all rights of ownership.

shall receive a further cash payment which will be calculated as follows: The difference of the amount of the payment (\$10,000.00) made upon execution of this agreement, plus the amount needed to pay the foreclosure (\$65,00.00) subtracted from the \$100,000.00 purchase price which will be approximately \$25,000.00

d. WILSON further agrees to discharge all current or past tax obligations on properties that are the subject of this Agreement in an immediate manner so that no further penalties or payments of current or past obligations shall be incurred by DE LA MARE. All future tax obligations on the subject property shall be discharged by the entity that takes title to the subject properties pursuant to this Agreement.

Additional Obligations of the Parties:

WILSON agrees to use all due diligence in the development of those properties referred to in Exhibit "A", consistent with the purpose of the parties in entering this Agreement, to wit: generation of income and revenues from the production of marketable ore. In this respect, WILSON shall be obligated to manage and develop the aforementioned

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properties in a prudent and reasonable manner with the objective of the parties to maximize profits in the development and production of the properties that are the subject of this Agreement. DE LA MARE shall be consulted during all critical stages of the operation for the purpose of providing information and expertise relative to the subject properties. The parties hereto acknowledge that DE LA MARE has substantial knowledge, expertise, and data relative to the subject properties which should be considered and utilized at all stages of development and production consistent with the objectives of maximizing profits.

- 4. <u>Distribution of Profits</u>: The parties agree that all net profits of the operation and development of the properties referred to in Exhibit "A" shall be divided with WILSON receiving 55% and DE LA MARE receiving 45%. Net profits shall be determined after payment of all operating expenses for production and development including, but not limited to, overhead and salaries of employees.
- 5. Corporate Ownership: It is anticipated that the properties that are the subject of this Agreement shall be transferred to a Nevada corporation in which WILSON and DE LA MARE shall be directors. Stock ownership shall be divided with WILSON receiving 55% and DE LA MARE receiving 45%. The parties acknowledge that the establishment of said corporation is necessary for many business purposes including, but not limited to, the limitation of liability of the individuals that are parties to this Agreement and

the continuous operation of the properties that are the subject of this Agreement.

- 6. Additional Documents: The parties hereto anticipate that additional documents will be required to meet the intent and purpose of this Memorandum of Agreement. In this respect, it is anticipated that Deeds to mining claims and real property, assignments of mining claims, Articles of Incorporation and By-Laws, a Deed to the 1604 Pyrenees Street residence, and corporate resolutions will need to be drafted and executed. Inasmuch as time is of the essence of this Agreement, the parties agree that all reasonable dispatch in the execution of said documents will take place.
- 7. Disclosures: WILSON has been advised and is aware of the existence of conflicting claims on certain properties described in Exhibit "A". WILSON is also aware of the existence of a "Memorandum of Agreement" dated January, 1987, between R. W. DE LA MARE and GALLOWAY, a copy of which Agreement has been provided to WILSON. By execution of this Agreement, WILSON agrees to the acquisition of his property subject to the interest, if any, of said conflicting claims. WILSON also acknowledges and believes that said claims are without foundation and the parties agree to use all due diligence to eliminate any conflicting claims to the properties in question. Any expenses incurred in connection with the removal of said claims, shall be charged as a cost of operation to be

deducted from the proceeds generated from the operation and production prior to distribution of net profits.

8. Enforcement of Agreement: The parties recognize that this is a binding, enforceable Agreement. In the event action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. Venue shall be Carson City, Nevada.

RODNEY WITH TA HARE TO ON OCCUMENTAL TO THE TOTAL OCCUMENTAL OF THE PROPERTY O

RUDNEY W DE LA MARE President DE LA MARE MINES,

ART WILSON, Individually

ACKNOWLEDGMENT

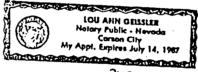
STATE OF NEVADA)
CARSON CITY ; ss

ON THIS 29 day of MAY, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RODNEY W. DE LA MARE, individually and as President of DE LA MARE MINES, LTD., known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he

executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.

MOTARY PUBLIC Service



3:09~

ACKNOWLEDGMENT

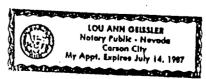
STATE OF NEVADA

CARSON CITY

ON THIS 29 day of MAY, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ART WILSON, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.

HOTARY PUBLIC Justin



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SCHEDULE A De La MARE PROPERTY 5-29-87

LYON COUNTY

The light and the part of the man and the light and the li

PARCEL | DESCRIPTION | 273 SILVER CITY | 4 PATENTED CLAIMS | 16-121-01 | PATENTED CLAIM METRO | 74 | 146 & 148 SILVER CITY | 108-051-05 | LOT | 205 SILVER CITY | 205 SILVER C

STOREY COUNTY

PARCEL !

2-131-01 2-122-01 2-121-01 800-001-29 2-141-01 2-151-02 2-142-02 000-000-90 2-151-5 800-000-88 800-000-89 800-001-16 800-001-17 800-000-78 000-000-77 800-000-81 800-000-80 800-000-79 800-000-84 800-000-83 800-000-82 800-000-85 800-000-86 800-000-87 800-001-18 800-001-20 800-001-19

AND ALL OTHER UNPATENTED CLAIMS LOCATED IN LYON, STOREY, AND CARSON CITY COUNTIES OF NEVADA

1\$4951

STOREY COUNTY

Filed for Record at Request of Att Tileral

Muy 29, 1987 and Allin's. Past to'cloch M.

Recorded in Book 58 of Official Records

Page 441 + 448 Storey County, Nevada

Mury frue Cale Storey County Recorder

By Metgaset Santles Deputy

File No. 59,783 12.00 For pd.

DER AAR

1.1.T.T. /: 10

ADDENDUM TO MEMORANDUM OF AGREEMENT

1. This Agreement, made this 29th day of May, 1987, by and between RODNEY W. DE LA MARE, individually, and as President of DE LA MARE MINES, LTD., a Nevada corporation, hereinafter referred to as "DE LA MARE", and ART WILSON, hereinafter referred to as "WILSON",

To add to Schedule "A" the patented claims in Storey County as listed:

Parcel # 800-001-15

Parcel # 800-001-16

RODNEY W. DE LA MARE
Individually

RODNEY W. DE LA MARE, President DE LA MARE MINES, LTD.

ART WILSON, Individually

STATE OF NEVADA

CARSON CITY

SS.

ON This 9 day of June, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RODNEY W. DE LA MARE. individually and as

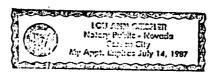
-1-

Book 59 Page 49

President of DE LA MARE MINES, LTD., known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.





ACKNOWLEDGMENT

STATE OF NEVADA

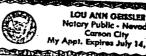
: SS.

CARSON CITY

ON THIS 9 day of Jule, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ART WILSON, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove written.

NOTARY PUBLIC Susses



Filed for Record at Request of Lax Wiles

flene 19, 1987 at Li Min's Past 20'clock A.M.

-2 Recorded in Book 29 of Official Records

Page 49 — 50 Storey County, Nevada

Mary Jan Rule Storey County Recorder

By Margaret Lenther Deputy

Book 59 Page 50

WHEN RECORDED MAIL TO:

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26 27 1987.

47.1.1,

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That ART WILSON, RODNEY W. DeLaMARE, an unmarried man, and RODNEY W. DeLaMARE as President of DELAMARE MINES, LTD., a Nevada Corporation in consideration of \$10.00, the receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to D.W.C. LODE MINES, LTD., a Nevada Corporation, all the right, title, and interest in those certain patented mining claims located in the County of Storey, State of Nevada, and more particularly described as follows:

See Exhibit "A" attached hereto.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS our hands this 302 day of December,

ART WILSON

RODNEY W. DELAMARE

DELAMARE MINES, LTD.

RODNEY W. Bolamare
President

-1-

BOOK 062 PAGE 157

6

STATE OF NEVADA CARSON CITY On this 307 day of December, 1987, personally appeared before me, a Notary Public in and for said County and State, ART WILSON, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. 7 8 LOU AND GENULER NOTARY FUNDS - NEVADA STATE OF NEVADA CARSON CITY My Appl. Expires July 14, 1991 On this 307 day of December, 1987, personally appeared before me, a Notary Public in and for said County and State, RODNEY W. DeLaMARE, known to me to be the person 11 described in and who executed the foregoing instrument as an unmarried man and as President of DELAMARE MINES, LTD., a Nevada Corporation, who acknowledged to me that he executed the same freely and voluntarily and for the uses and 12 purposes therein mentioned. 14 15 16 17 FOU ATTO GEISBLER NOTARY FULLIC - NEVADA CARLUN CITY My Appl. Expires July 14, 1991 19 20 21 22 23 27

28

THOMAS ECK, III

600K 062 PAGE 158

CARSOLI CITY

DWC LODE MINES LTD.

PATENTED MINING CLAIMS - STOREY COUNTY

MINERAL SURVEY NUMBER	CLAIM NAME	PATENT NUMBER	STOREY COUNTY PARCEL NUMBER
2025	OVERLAND	39507	800-000-90
2025	WEDGE (OVERLAND)	39507	800-000-88
2022	LEDGE	9452	800-000-89
55	KEYSTONE	785	800-001-16
100	MEMPHIS	1436	800-001-17
120	HOLMAN	167515	800-000-78
80	SOUTH COMSTOCK	1066	800-000-77
144	CLIFF HOUSE	6916	800-000-81
-131	WHITE LEAD	16696	800-000-80
125	NIAGARA	2351	800-000-79
1898	EAST ALAMO	33733	800-000-84
1897	SOUTH ALAMO	33722	800-000-83
1896	BLACK BIRD	33721	800-000-82
1980	COREY - JAY BOER	3704	800-000-85
2023	GERMAN BELL	38822	800-000-86
2022	SEBASTAPOL	39502	800-000-87
117	CHONTA	2438	800-001-18
4599	CALEODONIA		800-001-20
49	FRONT LODE (A+B)	141	800-001-19
48	JUSTICE	69	800-001-14
53	WOODVILLE	639	800-001-15

Filed for Record at Request of Social Manager 2.

Dec. 31, 1987 at D. Min's. Past/Oo'clock A.M.

Recorded in Book 62 of Official Records

Page 157:158:157:160. Storey County. Next at the Storey County Recorder

By Storey County Recorder

By Deputy

File No. 60933

BOOK 062 PAGE 160

R.P.T.T. -∠ • ✓

Recording Requested by and Return to:

F. THOMAS ECK III 5251 BRICK RA CARSON COY NU

QUITCLAIM DEED

THIS INDENTURE is made this day of ferral, 1991, by and between RICHARD C. BENTINCK and DAVID LESTER hereinafter collectively referred to as "Grantor"); and D.W.C. LODE MINES, LTD., a Nevada corporation (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby GRANT, RELEASE, and FOREVER QUITCLAIM unto the Grantee, and to its successors and assigns forever, all the right, title and interest which the Grantor has or may hereafter acquire in the following described patented mining claims situate in the County of Storey, State of Nevada, and more particularly described as follows:

> Justice Claim, being Survey No. 48, Assessor's Parcel No. 800-001-14, located in Sections 5 and 8, Township 16 North, Range 21 East, M.D.B.& M.

> Woodville Claim, being Survey No. 53, Assessor's Parcel No. 800-001-15, located in Sections 5 and 8, Township 16 North, Range 21 East, M.D.B.& M.

This Quitclaim Deed is intended to and shall convey and release unto Grantee all of Grantor's rights in and to the abovedescribed mining property, including, but not limited to, all of the rights arising out of that certain Mining Lease dated May 18, 1984, and recorded at Book 043, Page 71 of the Official Records of Storey County, and that certain Mining Lease dated February 22, 1985, and recorded at Book 047, Page 261 of the Official Records of Storey County.

TOGETHER WITH all minerals and all veins and lode of mineralbearing rock therein and all dips, spurs and angles thereof.



BOOK 082 PAGE 542

TOGETHER WITH the appurtenances and all rents, issues and profits thereof, and all right, title and interest of the Grantor therein or thereto, or which it may hereafter acquire.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

"GRANTOR"

RICHARD C. BENTING

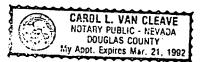
DAVID LESTER

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEVADA)
COUNTY OF CARSON CITY)

On the 171 day of 112 day. 1, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD C. BENTINCK, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.



NOTARY PUBLIC

STATE OF NEVADA

COUNTY OF CARSON-CITY) 55

On the day of line of

WITNESS MY HAND AND OFFICIAL SEAL.

CAROL L. VAN CLEAVE
NOTARY PUBLIC - NEVADA
DOUGLAS COUNTY
My Appt. Expires Mar. 21, 1992

COTARY PUBLIC

FILED FOR RECORDING
AT THE REQUEST OF

F. Thomas Eck, TH

91 FEB -7 AH 10: 50

FILE 110 067102

STOREY CHANT RECORDER
7.00 P. FEE ELF B. Colon

BODE 082 PAGE 549